

**PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR SITE**

## 1. TERMS OF WEBSITE USE

- 1.1. These terms of use (“Terms of Use”), together with the documents referred to in it, tells you the terms and conditions on which you may make use of our website – [www.fais-exchange.co.za](http://www.fais-exchange.co.za) (including login facility and database any of our social network sites (our website and social network sites collectively referred to as “our site”)), whether as a guest or a User. Use of our site includes accessing, browsing, or registering to use our Services.
- 1.2. **Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site (“the agreement”) for purposes of our Services. We recommend that you print a copy of this for future reference.**
- 1.3. By using our site in whatsoever manner, you confirm that you are 18 years and older and that you accept these terms of use and that you agree to comply with them.
- 1.4. If you do not agree to these terms of use, you must not use our site or Application.

## 2. OTHER APPLICABLE TERMS

- 2.1. These terms of use refer to the following additional terms, which also apply to your use of our site:
  - 2.1.1. our **Privacy Policy** [<https://www.fais-exchange.co.za/legal/privacy-policy>], which sets out the terms on which we process any personal information we collect from you, or that you provide to us. By using our site or Application, you consent to such processing and you warrant that all personal information provided by you is accurate.
  - 2.1.2. our **Acceptable Use Policy** [<https://www.fais-exchange.co.za/legal/acceptable-use-policy>], which sets out the policy and conditions when you want to upload content to our site or Application.
- 2.2. If you register as a User our End User License Agreement (“EULA”), and these Terms of Use will apply to the provision of the Services via our site.
- 2.3. Take note: utilisation of this third party services or products or product exams may be subject to further terms and conditions that will be presented to you.

## 3. INFORMATION ABOUT US

- 3.1. <http://www.fais-exchange.co.za> is an internet site and the Fais-Exchange Platform is operated and owned by Plum Line Risk Alignment (Pty) Limited (“we”, “us”, “our”).
- 3.2. We are:-
  - 3.2.1. registered in the Republic of South Africa under company number 2001/005217/07;
  - 3.2.2. have our registered office and main trading address at 17 Welwyn Avenue, Pinelands, Cape Town, South Africa (“Premises”).
  - 3.2.3. our VAT number is [4690193943].
- 3.3. For more information about Us, kindly [click here](#).

## 4. CHANGES TO THESE TERMS

- 4.1. We may revise these terms of use or any other term(s) as referred to under these terms of use (including this clause) at any time. The amendments will be applicable when published on our site.
- 4.2. The Terms of Use and other terms available on our site (including but not limited to the Term of Service) at the time of submission of an order for Services will apply. Amendments to any term shall not affect previously accepted orders.

## 5. CHANGES TO OUR SITE

- 5.1. We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## 6. ACCESSING OUR SITE

- 6.1. Access to our site is made available free of charge. Applicable fees in terms of certain value added services will be presented to you once you have accessed the Fais Exchange. You will not be charged any fees unless you have agreed to it;
- 6.2. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site (including but not limited to the Services) without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.3. You are responsible for making all arrangements necessary for you to have access to our site and Services, including but not limited to mobile data and the costs associated with it. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 6.4. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 6.5. **Our site is directed to people residing in the Republic of South Africa.** we do not represent that content available on or through our site are appropriate or available in other locations. We may limit the availability of our site or any Service described on our site to any person or geographic area at any time. If you choose to access our site from outside the Republic of South Africa or if you are not a resident or citizen in South Africa, you do so at your own risk and you access will be subject to the law and courts of the Republic of South Africa.

## 7. RIGHTS GRANTED TO YOU

- 7.1. Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to:
  - 7.1.1. access and use our site solely in connection with your use of the Services; and
  - 7.1.2. access and use any content, information and related materials that may be made available on our site and through the Services, in each case solely for your **personal, non-commercial use**.
- 7.2. Any rights not expressly granted herein are reserved by us and our licensors.
- 7.3. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 7.4. **IMPORTANT: Except where specifically stated that we will provide a specific service, i.e. Competence Register, we are only interested in bringing together parties, i.e. third-party service / product provider and the third party that wish to make use of the third-party service / product. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT A FINANCIAL SERVICE PROVIDER, FINANCIAL ADVISOR OR PRODUCT PROVIDER (I.E. ACCREDITED EXAMS ETC.), THAT WE ARE A TECHNOLOGY SERVICE PROVIDER THAT VIA OUR SERVICE WE ONLY INTRODUCE YOU TO A THIRD-PARTY AND BETWEEN YOU A CONTRACT GETS CONCLUDED FOR THE THIRD-PARTY SERVICES / PRODUCTS. IT WILL BE YOUR RESPONSIBILITY TO ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE THIRD PARTY YOU CONTRACT WITH WHEN YOU ENGAGE WITH HIM/HER/IT.**

## 8. PROHIBITED USES

You may not use our site or Services:

- 8.1. In any way that breaches any applicable local, national or international law or regulation.
- 8.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 8.3. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- 8.4. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 8.5. to access without authority, interfere with, damage or disrupt and part of our site or the equipment or network on which the site is stored.

You may further not:

- 8.6. remove any copyright, trademark or other proprietary notices from any portion of our site or the Services, including the copyright, trademark or other proprietary notices of third party product providers;
- 8.7. to copy our site except where such copying is incidental to normal use of our site or where it is necessary for the purpose of back-up or operational security;
- 8.8. reproduce, copy (direct or in-direct), modify, adapt, translate, reproduce, merge, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our site or the Services (or any part thereof);
- 8.9. decompile, reverse engineer or disassemble our site or the Services except as may be permitted by applicable law;
- 8.10. mirror, data mine, frame or cache any portion of our site or Services;
- 8.11. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or our site; or
- 8.12. design or develop a competitive or substantially similar site or Services;
- 8.13. attempt to gain unauthorized access to or impair any aspect of our site, or the Services or its related systems, databases or networks.

## 9. SERVICE ACCOUNT

To utilise our Services you will be required to register with us. Prior to registration our EULA will be made available to you, which will apply to you as user of the Fais Exchange (including management of your service account).

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. We are the owners and/or rightful licensees (with right to sub license) of all Intellectual Property Rights in and on our site and Services. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- 10.2. Unless otherwise specified by a third party product provider, You may copy, and may download extracts, of any page(s) from our site for your personal use and to determine whether you want to utilise our Services or not. You may draw the attention of others to content posted on our site or by sharing same via social networks or other means available.
- 10.3. You must not modify the copies of any Content materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours.
- 10.4. Neither these Terms of Use nor your use of the Services convey or grant to you any rights:
  - 10.4.1. in or related to our site or the Services except for the limited license granted under paragraph 7 above;
  - or
  - 10.4.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered), unless with agreed to it in writing.
- 10.5. If you feel that any of your copyright or the copyright of any third party may have been infringed, then a claim of such infringement should be sent to us on [info@fais-exchange.co.za](mailto:info@fais-exchange.co.za).

## 11. LIMITATION OF OUR LIABILITY

- 11.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR**

**OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.**

- 11.2. **YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE ATTORNEY'S FEES) RELATED TO YOUR USE OF OUR SITE..**
- 11.3. **WE, OUR OWNERS, DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE OR THE PURCHASE OF ANY OF OUR OR ANY THIRD PARTY PRODUCTS OR SERVICES.**
- 11.4. **YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE THIRD PARTY PRODUCTS OR SERVICES OBTAINED THROUGH YOUR USE OF OUR SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF USE; (III) OUR USE OF YOUR USER CONTENT (SEE ACCEPTABLE USE POLICY); OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THE SERVICE/PRODUCT PROVIDER.**
- 11.5. **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- 11.6. **THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH ERROR! REFERENCE SOURCE NOT FOUND. DOES NOT LIMIT YOUR LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW.**
- 11.7. We assume no responsibility for the content of websites linked on our site or Application. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 11.8. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of our Services or third-party service providers to you, which will be set out in our EULA and/or third-party service provider T&Cs.

## **12. SECURITY**

- 12.1. Although we are not obliged to provide security on our site we feel it is important that your information or any communication between us is dealt with in the most secure manner reasonable possible, however because of the nature of the internet we cannot warrantee that your communications with us via the site is completely secure;
- 12.2. To provide adequate security to all users of the site and to monitor activities prohibited under section 86 of the ECT Act you hereby agree to our right to intercept, monitor, block, read, delete or accesses all data sent to the site or any other communication facility we provide, e.g. email, Instant messaging – or fax to email application, subject to conditions as set out under the RIC Act;
- 12.3. It is our policy to virus check documents and files before they are posted on a site. However, we cannot guarantee that documents or files downloaded from the site will be free from viruses and we do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking

software when using or site. Further, you will not post or provide to us via the site, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via our site.

### 13. LINKING TO OUR SITE

- 13.1. You may link to our site, but only to the home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 13.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists or a link to our site in any website that is not owned by you.
- 13.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 13.4. We reserve the right to withdraw linking permission without notice.
- 13.5. The website in which you are linking must comply in all respects with our Acceptable Use Policy.

### 14. THIRD PARTY SERVICES, CONTENT AND LINKS IN OUR SITE AND APPLICATION

- 14.1. The Services may be made available or accessed in connection with third party services and content (including advertising) that we do not control. Where our site contains links to other sites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services, products and/or content. We do not endorse such third party services/products and content and in no event shall we be responsible or liable for any products or services of such third party providers.
- 14.2. **In terms of a third party uploading content related to the Services, we request and try to guide the third parties to ensure that the content they upload to our Services comply with our Acceptable Use Policy and are a true reflection of the actual services / product available from them, however we have no control over the contents of the content owner / third party uploads or resources or any third party sites or resources (including but not limited to their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, whether they are accredited or not or any other aspect thereof) and make no warranties about them. You will need to make your own independent judgement regarding your interaction with any Third-party Sites or use of their services or products via our Services.**

### 15. BREACH, SUSPENSION & TERMINATION

- 15.1. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the site or Services. When a breach has occurred, we may take such action as we deem appropriate.
- 15.2. We exclude liability for actions taken in response to breaches of the Terms of Use.
- 15.3. All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.
- 15.4. No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 15.5. Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

### 16. APPLICABLE LAW & JURISDICTION

- 16.1. Your use of our site will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of Western Cape High Court (Cape Town).

- 16.2. Any claim arising from the use or inability to use our site, an application for, and the rendering of a service or providing of a product is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim contract, delict, or any other, and the law relating to procedure and evidence.
- 16.3. All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.
- 16.4. Kindly take note: No term, condition and/or provision of these terms and conditions is intended to limit, as the case may be, your right to settle a dispute concerning the CPA (to the extent applicable) using the mechanisms provided for therein.

## 17. ELECTRONIC COMMUNICATIONS & CONTRACT BETWEEN US

- 17.1. Data Messages sent from us to you have been sent from the Plum Line Risk Alignment Premises;
- 17.2. A Data Message is deemed to be sent:-
  - 17.2.1. **By us**, at the time shown on the message as having been sent, or if not so shown, at the time shown on our information system as having been sent;
  - 17.2.2. **By you**, at the time when we confirm receipt thereof.
- 17.3. A data message is deemed to be received:-
  - 17.3.1. **By us**: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by us that it does give legal effect to the Data Message;
  - 17.3.2. **By you**: once it enters your information system.
- 17.4. All information that are incorporated by using hyperlinks and / or other methods of reference form part of these terms of Use (see section 11(3) of the ECT Act);
- 17.5. Attribution of Data Messages to originator you agree and warrant that the Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 17.6. **Expression of intent** – use of our site: For purposes of electronic communications between you and us no electronic signature is required; the mere sending of a Data Messages (i.e. to click on a submit or “I agree” or “submit” button) or browsing of our site(s) demonstrates your intent to be a party to this agreement or our EULA subsequent to registration.

## 18. CONTACT US

- 18.1. **In terms of our site(s)** (functionality or any recommendations) you can send us an email to: [support@fais-exchange.co.za](mailto:support@fais-exchange.co.za).
- 18.2. In terms of our Services / **customer services**: please use the contact information as per our Contact Us page.
- 18.3. For **complaints**: it is important to us that you are satisfied with our Services. **Please contact us first if you have a complaint or any other service issue.** You can use the contact information as per our Contact Us page. Please ask for reference number if you speak to any of our representatives;
- 18.4. For any **legal documentation or notices** (hopefully this will never be required) we select the following address:
  - 18.4.1. Physical address: our Premises
  - 18.4.2. Email: [support@fais-exchange.co.za](mailto:support@fais-exchange.co.za) (heading: “Legal”)
  - 18.4.3. (Marked for the attention of: **Managing Director (Legal)**)
- 18.5. If it is required to send you any legal document or notice you agree that we can send it via electronic mail to your email address in your Service Account, or by written communication sent by registered post to your address in your Service Account or if delivery to the aforesaid addresses is not successful then such contact details we may find about you on the internet.
- 18.6. Any notice to either party which is -
  - i) sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 18.4.1 above shall be deemed to have been received, unless the contrary is proved, within 10 (ten) days from the date on which it was posted; or

- ii) delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
  - iii) sent by a Data Message to the addressee shall be deemed to be received as per clause 17.3.
- 18.7. Notwithstanding anything to the contrary herein, a written notice actually received by a party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

## 19. DEFINITIONS

- 19.1. **CPA:** the Consumer Protection Act 68 of 2008;
- 19.2. **Data Message:** as defined under the ECT Act;
- 19.3. **ECT Act:** means the Electronic Communications and Transactions Act 2002;
- 19.4. **Intellectual Property Rights: means** concepts, know-how, data processing techniques, copyrights, patents, designs (including look and feel of our site or Application), inventions, trademarks, which are created, invented and/or developed, registered or unregistered;
- 19.5. **Plum Line Risk Alignment Platform:** the software program / information technology platform made available by Us to you via our website login facility to utilise our Services available to you.
- 19.6. **RIC Act:** Regulation of Interception of Communications and Provision of Communication related information act 70 of 2002;
- 19.7. **Services:** the services to provide:-
  - 19.7.1. the independent financial adviser ("User") with one product assessment platform, which houses all the financial service providers major product exams. The User (adviser) will therefore use a single login to access to his/her product exams, across all product providers and further be able to get an update on his/her CPD points; and
  - 19.7.2. the product providers with an update on the users utilising its products, the result from utilisation of the products and integration possibility via XPLAN integration
  - 19.7.3. such other services as may be presented to you from time to time
- 19.8. **Users:** means users of our site and Services including YOU!).