

TERMS AND CONDITIONS OF USE

In this document, Old Mutual Finance (RF) (Pty) Ltd is referred to as "Old Mutual Finance" and the Client as "I", "my" or "me".

These terms and conditions as amended from time to time will apply to all users of the Old Mutual Finance Website.

GENERAL

- 1 I acknowledge that Old Mutual Finance does not, and has not given, or made any guarantees or representations of any kind regarding the accuracy, applicability or content of the information, services and/or tools provided on the website. Although Old Mutual Finance exercises reasonable care in the compilation of such information, services and tools, Old Mutual Finance does not accept liability for any loss, damage or expense that may be incurred as a direct or indirect consequence of reliance placed thereon.
- 2 I understand that, without limiting the generality of the aforesaid, the information provided on this website is intended to provide me, the user, with objective information about Old Mutual Finance's financial products and services and is not intended to constitute a recommendation, guidance or proposal in regard to the suitability of any product in respect of any financial need I may have.
- 3 I guarantee that the information provided in any application I make using Old Mutual Finance's website is accurate, truthful and correct. I further guarantee that the information provided/that I may in future provide in my application for any of the Online Services is/will be accurate, truthful and correct.
- 4 I represent and warrant that I have legal capacity to enter into and be bound by these Terms and Conditions or any other product agreement offered on Old Mutual Finance's website and that I am no and do not plan to be put under debt review or administration and have not been declared insolvent
- 5 I agree that Old Mutual Finance:
 - 5.1 may at any time and without notice to me, amend the information contained on the Old Mutual Finance website or change or terminate any of the services and tools provided on the website;
 - 5.2 shall be entitled to change these terms and conditions at their discretion. The changed/new terms and conditions shall be reflected on Old Mutual Finance's website. Should I use or transact on Old Mutual Finance's website after amendments have been made to these pages, I shall be regarded as having read and agreed to the amended terms. A certificate by the Old Mutual Finance website administrator will serve as proof of which version of these terms and conditions applied at any specific date. Should I not agree to the changed terms and conditions I shall be entitled to cancel my registration to use Old Mutual Finance's Online Services by giving written notice of cancellation to Old Mutual Finance.

PRODUCT AGREEMENTS

- 6 All products and services provided on the Old Mutual Finance website are subject to their own terms and conditions. Such terms and conditions must be read together with these terms and conditions. In the event of conflict between these terms and conditions and the terms and conditions applicable to the product, the terms and conditions applicable to the product will prevail.

APPLICATION FOR PRODUCTS AND SERVICES

- 7 Any application submitted for products and services via the Old Mutual Finance website does not constitute a guarantee that what is being applied for will be granted.
- 8 Any response to an application may not be construed as formal approval of the application.
- 9 It is only once Old Mutual Finance expressly notifies me of approval that I will have been approved for the particular product or service for which I applied.

MY RESPONSIBILITIES

- 10 I acknowledge that if any user account and/or user number and password is issued to me for purposes of providing me with access to Old Mutual Finance's web services, it will be Old Mutual Finance's property and may be revoked or suspended by Old Mutual Finance at any time. I will keep it confidential and shall not allow others access thereto or the use thereof. I further acknowledge that such user account, user number and password (and consequently also my access to Old Mutual Finance's web services) shall be revoked should I breach any of these terms or conditions or any of the terms and conditions pertaining to a particular restricted internet service.
- 11 Should I become aware of any breach or attempted breach of Old Mutual Finance's data security or I believe that my user name and password has been compromised I shall inform Old Mutual Finance without delay. Until I inform Old Mutual Finance, they will not be held responsible or liable for any transactions that are performed without my knowledge or consent and I hereby indemnify Old Mutual Finance from any loss and damages I suffer as a result.
- 12 I shall notify Old Mutual Finance of any legal disability or change in my legal status including being placed under an administration order, debt review, curatorship or being sequestered.

LIABILITY

- 13 I agree to bear full responsibility for all activities that take place on my account, should I
- 13.1 notwithstanding the undertaking in 10 above, share my access rights with any other person by disclosing or allowing others to gain knowledge of any user number and password; or
 - 13.2 leave my browser unattended while in an active browser session; or
 - 13.3 fail to log off after each session and clear my browser history; or
 - 13.4 in any other manner conduct or access my information carelessly or negligently.
- 14 I acknowledge and accept that any use of Old Mutual Finance's website is at my own risk. Without limiting the generality of the aforesaid, I acknowledge that Old Mutual Finance will not, under any circumstances, be liable to me for any loss or damages (including consequential, direct, indirect, special, punitive or incidental damages) arising from
- 14.1 any defect or fault in my hardware and/or software; or
 - 14.2 any failure or fault in connectivity to the internet; or
 - 14.3 the unavailability of the Old Mutual Finance's website or contact centre for any reason whatsoever; or
 - 14.4 any failure on the part of Old Mutual Finance to carry out instructions given online under circumstances where such failure is the result of a cause beyond Old Mutual Finance's control; or the circumstances listed in 14.1 to 14.3 above.
- 15 Should Old Mutual Finance institute legal proceedings against me as a result of my breach of these terms and conditions, or the terms and conditions pertaining to online products or in regard to my use of the Old Mutual Finance website, Old Mutual Finance shall be entitled to recover from me all costs incurred in this regard, including attorney-and-client costs.

USE OF PERSONAL DETAILS

- 16 I acknowledge that I have read and understood Old Mutual Finance's Customer Privacy Notice.
- 17 I agree that my personal details may be disclosed to organisations within the Old Mutual Group and that the answers to my security questions as well as my ID number and email address will be used to authenticate me for any telephonic contact.
- 18 I hereby authorise Old Mutual Finance to verify any of the information supplied in my application and to this end authorise third parties in possession of relevant information to disclose such information to Old Mutual Finance for verification purposes.

FRAUDULENT ACTIVITIES

- 19 Old Mutual Finance is committed to ensuring the security of use of the Old Mutual Finance website and is entitled to investigate and report to the South African Fraud Prevention Service or the police any loss suffered which is alleged to have occurred as a result of fraud via the website.
- 20 Where I have been a victim of fraudulent transactions on Old Mutual Finance's website I shall cooperate with Old Mutual Finance and the South Africa Police Service in any investigation conducted into losses that I suffered as a result of such fraud.

JURISDICTION AND APPLICABLE LAW

- 21 Any transaction concluded via Old Mutual Finance's website or any claim that may arise in consequence of the use of Old Mutual Finance's website shall be governed by the law of the Republic of South Africa.
- 22 I hereby consent to the jurisdiction of the Cape High Court of South Africa for all purposes arising from or associated with the use of Old Mutual Finance's website.

DISPUTE RESOLUTION

- 23 Old Mutual Finance shall be entitled, at its election, to refer any dispute arising from these terms and conditions or that is in any other way related to the use of its website, to arbitration. In this event the arbitration shall be heard in Cape Town, South Africa;
- 23.1 the arbitrator shall be appointed by the Arbitration Foundation of Southern Africa and shall be a practising senior advocate with at least 10 years' experience in practice;
 - 23.2 the arbitration proceedings shall be conducted in accordance with the rules laid down by the Arbitration Foundation of Southern Africa.
- The provisions of clause 23:
- 23.3 shall not preclude a party from applying for interim or urgent relief to the Cape High Court of South Africa;
 - 23.4 shall survive the termination of my Old Mutual Finance contracts or accounts.