



WEBSITE TERMS OF USE

IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002, THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE MFC WEBSITE OR ANY PART OF THE MFC WEBSITE.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE MFC WEBSITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a. "MFC" means The Motor Finance Corporation (Proprietary) Limited, a company duly incorporated in accordance with the Companies Act 61 of 1973 and a wholly owned subsidiary of Imperial Bank Limited;
- b. "MFC website" means the MFC website located at www.mfc.co.za and includes any part or element thereof;
- c. "User" means any person who enters or uses the MFC website, notwithstanding the fact that such a person only visited the home page of the MFC website;
- d. References herein to the singular include the plural and vice versa; and
- e. Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

MFC specialises in creating customised motor finance solutions developed around individual needs through a range of accredited motor vehicle dealerships Nationwide.

2. ALLOWED USE AND LICENSE

- 2.1. MFC licenses the User to view, download and print the content of the MFC website, provided that such content is used for personal, educational and/or non-commercial purposes only;
- 2.2. Content from the MFC website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of MFC;
- 2.3. Users may only access and use the MFC website for legal purposes;
- 2.4. The caching of the MFC website shall only be allowed if:
 - 2.4.1. The purpose of the caching is to make the onward transmission of the content from the FC website more efficient;
 - 2.4.2. The cached content is not modified in any manner whatsoever;
 - 2.4.3. The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4. The cached content is removed or updated when so required by MFC.
- 2.5. If any User uses content from the MFC website in breach of the provisions detailed herein:
 - 2.5.1. MFC reserves the right to claim damages from the User;
 - 2.5.2. MFC reserves the right to institute criminal proceedings against the User; and
 - 2.5.3. MFC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6. Hyperlinks to the MFC website from any other source shall be directed at the home page of the MFC website. MFC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the MFC website, if such content was accessed through a hyperlink not directed at the home page of the MFC website. Persons that wish to link to content beyond the home page of the MFC website shall do so at their own risk and indemnify MFC against



any loss, liability or damage that may result from the use of content from the MFC website, if such content was accessed through a hyperlink not directed at the home page of the MFC website;

- 2.7. No person may frame the MFC website, in any manner whatsoever, without the prior written consent of MFC;
- 2.8. Apart from bona-fide search engine operators and use of the search facility provided on the MFC website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the MFC website for any purposes, without the prior written consent of MFC; and
- 2.9. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by MFC at any time without giving reasons therefore.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the MFC website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to MFC and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the MFC website are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the MFC website and/or download content from this website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the MFC website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and MFC has the duty to disclose the following information:

- 5.1. The full name and legal status of the website owner: The Motor Finance Corporation (Proprietary) Limited;
- 5.2. Company Registration Number: 2001/012691/07;
- 5.3. VAT registration number: 4130195813;
- 5.4. Street address: 6E Herman Road Corner Corobrick Road, Meadowdale, Edenvale, 1610;
- 5.5. Postal address: P O Box 4005, Edenvale, 1610;
- 5.6. Physical address for receipt of legal service: 6E Herman Road Corner Corobrick Road, Meadowdale, Edenvale, 1610;
- 5.7. Telephone Number: +27 (0) 11 879 9000;
- 5.8. Board of Directors: Douw Leadley, Trevor Browse, Christo Otto, René van Wyk and Peter Hibbit
- 5.9. Main business: MFC specialises in creating customised motor finance solutions developed around individual needs through a range of accredited motor vehicle dealerships Nationwide;
- 5.10. The website address of the MFC website is: www.mfc.co.za;
- 5.11. The official e-mail address of the MFC website is: care@mfc.co.za;
- 5.12. Membership of self-regulatory or accreditation bodies:
 - 5.12.1. South African Reserve Bank (SARB);
 - 5.12.2. Financial Services Board (FSB);
 - 5.12.3. South African Revenue Services (SARS);
 - 5.12.4. The South African Financial Services Intermediaries Association (SAFSIA);
 - 5.12.5. The Banking Association of South Africa;
- 5.13. Codes of conduct to which the MFC subscribes:
 - 5.13.1. FAIS Code of Conduct;
 - 5.13.2. Code of Banking Practice; and
 - 5.13.3. Imperial Bank Code of Ethics.



- 5.14. Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000: [Click here to access and view the MFC Information Manual](#);
 - 5.15. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - 5.15.1. access to the MFC website;
 - 5.15.2. the inability to access the MFC website;
 - 5.15.3. the services and content available from the MFC website; or
 - 5.15.4. these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
 - 5.16. The costs associated with the access and use of the MFC website are as follows: Free;
 - 5.17. Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website; and
 - 5.18. Users may lodge complaints concerning the MFC website by contacting the webmaster at care@mfc.co.za. Users hereby assign the copyright in such complaints to MFC and understand that MFC may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.
- 6. DISCLOSURES REQUIRED BY SECTION 8 OF THE FAIS ACT**
- 6.1. MFC is an Authorised Financial Services Provider as defined in the Financial Advisory and Intermediary Services Act 37 of 2002; and
 - 6.2. Authorised Financial Services Provider Number: 21658;
- 7. CHANGES AND AMENDMENTS**
- MFC expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:
- 7.1. change these terms and conditions;
 - 7.2. change the content and/or services available from the MFC website;
 - 7.3. discontinue any aspect of the MFC website or service(s) available from the MFC website; and/or
 - 7.4. change the software and hardware required to access and use the MFC website.
- 8. PRIVACY**
- 8.1. MFC shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA);
 - 8.2. MFC may electronically collect, store and use, amongst other, the following personal information of Users:
 - 8.2.1. name and surname;
 - 8.2.2. contact details;
 - 8.2.3. non-personal browsing habits and click patterns;
 - 8.2.4. e-mail address; and
 - 8.2.5. IP address.
 - 8.3. MFC collects, stores and uses the abovementioned information for the following purposes:
 - 8.3.1. communicate requested information to the User;
 - 8.3.2. newsletter database;
 - 8.3.3. registration and / or authentication of Users; and
 - 8.3.4. to compile non-personal statistical information about browsing habits, click-patterns and access to the MFC website;
 - 8.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;
 - 8.5. MFC may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:



- 8.5.1. MFC shall not disclose personal information from Users unless the User consents thereto;
- 8.5.2. MFC shall disclose information without the User's consent only through due legal process; and
- 8.5.3. MFC may compile, use and share any information that does not relate to any specific individual; and
- 8.6. MFC owns and retains all rights to non-personal statistical information collected and compiled by MFC.

9. HYPERLINKS TO THIRD PARTY SITES

- 9.1. MFC may provide hyperlinks to websites not controlled by MFC (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 9.2. MFC does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

10. SECURITY

- 10.1. MFC shall take all reasonable steps to secure the content of the MFC website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, MFC does not make any warranties or representations that content shall be 100% safe and secure;
- 10.2. MFC is under no legal duty to encrypt any content or communications from and to the MFC website and is also under no legal duty to provide digital authentication of any page on the MFC website;
- 10.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the MFC website or the server and computer network that support the MFC website;
- 10.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the MFC website, whether on purpose or negligently, shall, without any limitation, indemnify and hold MFC harmless against any and all liability, damages and losses MFC and its partners / affiliates may suffer as a result of such damaging code;
- 10.5. Users may not develop, distribute or use any device to breach or overcome the security measures of the MFC website and MFC reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 10.6. Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by MFC and its partners / affiliates.

11. DISCLAIMER AND LIMITATION OF LIABILITY

- 11.1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, MFC (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - 11.1.1. access to the MFC website;
 - 11.1.2. access to websites linked to the MFC website;
 - 11.1.3. inability to access the MFC website;
 - 11.1.4. inability to access websites linked to the MFC website;
 - 11.1.5. content available on the MFC website;
 - 11.1.6. services available from the MFC website;
 - 11.1.7. downloads and use of content from the MFC website; or
 - 11.1.8. any other reason not directly related to MFC's gross negligence.
- 11.2. The MFC website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with MFC, that the content available from and through the MFC website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;



- 11.3. Nothing on this site should be construed as solicitation, offer, advice, recommendation, or any other service to acquire or dispose of any financial advice or investment, or to engage in any other financial transaction or investment. The content and/or information contained on this site are provided for your informational and educational convenience only. Nothing on this site should be relied on and Users should consult with an authorised financial advisor prior to making any financial decisions;
 - 11.4. Information, ideas and opinions expressed on the MFC website should not be regarded as professional advice or the official opinion of MFC and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the MFC website;
 - 11.5. MFC does not make any warranties or representation that content and services available from the MFC website will in all cases be true, correct or free from any errors. MFC shall take all reasonable steps to ensure the quality and accuracy of content available from the MFC website and encourage Users to report incorrect and untrue information subject to the right of MFC to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and
 - 11.6. MFC does not make any warranties or representations that the MFC website shall be available at all times. Users acknowledge that the MFC website may be unavailable due to updates or other causes beyond the reasonable control of MFC, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."
- 12. REMOVAL AND CORRECTION OF CONTENT**
- Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the MFC website to MFC and MFC undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.
- 13. INTERCEPTION OF COMMUNICATIONS**
- 13.1. Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to MFC's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the MFC website, its staff and employees; and
 - 13.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.
- 14. ENTIRE AGREEMENT AND SEVERABILITY**
- 14.1. These terms and conditions constitute the entire agreement between MFC and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by MFC from the User;
 - 14.2. Any failure by MFC to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
 - 14.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.
- 15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**
- The User and MFC agree that:
- 15.1. the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the MFC website for the first time;
 - 15.2. data messages (as defined in the ECT Act) addressed by the User to MFC shall only be deemed to have been received if and when responded to and an automated response is not a response for this purpose;



- 15.3. data messages (as defined in the ECT Act) addressed to the User by MFC shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 15.4. data messages (as defined in the ECT Act) addressed by the User to MFC shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 15.5. electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and MFC; and
- 15.6. The User agrees and warrants that data messages that are sent to MFC from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

16. APPLICABLE AND GOVERNING LAW

Subject to clause 5.4, the MFC website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the MFC website, its content, services and these terms and conditions.

17. LEGAL COSTS

MFC shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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