

MFC A DIVISION OF NEDBANK WEBSITE TERMS OF USE

DEFINITIONS AND INTERPRETATION

“ECT Act” means the Electronic Communications and Transactions Act 25 of 2002

“MFC A Division of Nedbank” means Nedbank Limited, registration no 1951/000009/06 acting through its MFC division;

“User” means any person who enters or uses the Website, notwithstanding the fact that such a person only visited the home page of the Website; and

“Website” means the MFC website located at www.mfc.co.za and includes any part or element thereof.

References herein to the singular include the plural and vice versa.

1. ACCEPTANCE

These terms and conditions of relating to the use of this Website come into effect the first time the User enters the Website and constitutes a valid agreement between MFC and the User;

2. WEBSITE INFORMATION

2.1 Any information on this Website is to give you general information about MFC, our products and services.

2.2 Any online services (“online services) that the User makes use of on the Website will be subject to separate terms and conditions of service and those specific terms and conditions will apply.

3. CHANGES TO THESE TERMS AND CONDITIONS

3.1 MFC, may at any time without prior notice:

3.1.1 change these terms and conditions;

3.1.2 change the content and/or services available from the Website;

3.1.3 discontinue any aspect of the Website or service(s) available from the Website; and/or

3.1.4 change the software and hardware required to access and use the Website.

3.2 The latest version of these terms and conditions apply whenever you visit the Website and the User agrees to read the latest version each time the User accesses this Website.

4. SOFTWARE AND EQUIPMENT

4.1 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 Website and/or download content from this Website.

4.2 To the extent that any software is made available to the User via the Website, the User agrees that the license agreement is between the User and the software licensor and accordingly, the User indemnifies MFC against any loss or damage that the User may suffer as a consequence of any breach of a software license.

5. PRIVACY

MFC shall take all reasonable steps to protect the personal information of Users. See our privacy policy below for more information.

MFC, a division of Nedbank Limited Reg No 1951/000009/06

We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services. We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP16).

6. HYPERLINKS TO THIRD PARTY SITES

- 6.1. MFC may provide hyperlinks to websites not controlled by MFC or this Website may link to other websites with information from third parties (target sites) and such links do not imply any endorsement, agreement on or support by MFC for the content of such target sites; and
- 6.2. 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, security, and performance, content availability, on or through such target sites.

7. LINKING TO WEBSITE

- 7.1 If any third party wishes to establish any hyperlink, frame, metatags or any similar reference (electronic or otherwise), that person is required to obtain MFC's prior written consent, which MFC may refuse in its sole and absolute discretion.
- 7.2 Any application for linking must be sent to care@mfc.co.za
- 7.3 Any failure to adhere to the provisions of this clause will result in MFC taking immediate legal action against the User and the User agrees to be liable for any costs associated with such legal action, including on an attorney and own client scale.

8. SECURITY

- 8.1 MFC shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorized access and/or disclosure. However, MFC does not make any warranties or representations that content shall be safe and Secure.
- 8.2 Users may not deliver or attempt to deliver, whether intentionally or negligently, any damaging code, such as computer viruses to the Website or the server and computer network that support the Website.
- 8.3 Notwithstanding criminal prosecution, Users who deliver any damaging code to the MFC website, whether intentionally 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.
- 8.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Website and MFC reserves the right to claim damages against the User in relation to a security failure or breach.
- 8.5 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.

9. INTERCEPTION OF COMMUNICATIONS

The User will not hold MFC liable for any loss or damage suffered by the User as a result of information being sent over the internet, including email, being intercepted, viewed or amended by unlawful access or monitoring.

10. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

- 10.1 All intellectual property on the Website, including but not limited to content, logo, 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. All rights to MFC's intellectual property on the Website are expressly reserved.

10.2 MFC authorizes the User to view content on the Website and copy it onto a computer or other storage device, and the User may print copies of it, provided that such content is used for: use of the online services; for non-commercial purposes; and any reproduction of the content forming part of the Website displaying MFC's copyright notice.

10.3 MFC does not in any way grant any license or right to use any trademark to the User without MFC's prior written permission and/or that of third parties. The User may not, without MFC's prior written consent, use MFC's intellectual property or that of third parties for any purpose whatsoever.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1. MFC shall not be liable for any damage, loss or liability of any nature (including but not limited to, direct, indirect, special, incidental or consequential) incurred by whomever and resulting from:

- 11.1.1. access to the Website;
- 11.1.2. access to websites linked to the Website;
- 11.1.3. inability to access the Website;
- 11.1.4. inability to access websites linked to the Website;
- 11.1.5. content available on the Website;
- 11.1.6. online services available from the Website;
- 11.1.7. downloads and use of content from the Website; or
- 11.1.8. any other reason not directly related to MFC's gross negligence.

11.2. The User agrees that the use of this Website and the online services is entirely at the User's own risk.

11.3 The 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/herself, prior to entering into this agreement with MFC, that the content available from and through the Website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.

11.4 Nothing on this Website 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 Website are provided for the User's informational and educational convenience only.

11.5 Information, ideas and opinions expressed on the 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 Website.

11.6 MFC does not make any warranties or representation that content and services available from the 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 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.

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11.7 MFC does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the 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. SUSPENDING OR LIMITING THE WEBSITE

MFC may change, restrict access to the Website or online services, suspend or close the Website temporarily or permanently without notice, including limiting certain services, features or functions.

13. CAPACITY TO CONCLUDE AGREEMENT

The User warrants to MFC that it has the necessary legal capacity to enter into and be bound by the terms of use of this Website.

If the User is a minor then the User must obtain the assistance of his/her legal guardian before reading these terms and conditions.

14. ADDRESS OF MFC

MFC, a division of Nedbank
General Manager: Group Legal and Risk Services
135 Rivonia Road, Sandton, Gauteng
P.O. Box 1144, Sandton, 2000
Tel: +2711295 2264

15. GENERAL

15.1 A certificate signed by MFC will constitute adequate proof of the operation or functionality of the Website or the online services, unless the User proves the contrary

15.2 Any failure by MFC to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

15.3 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.

15.4 Headings of the clauses are provided for convenience only and should not be used in the interpretation of these terms of use of the Website.

16. APPLICABLE AND GOVERNING LAW

South African law applies to the terms of use of this Website.

17. LEGAL COSTS

MFC shall not be liable for any costs incurred by Users to obtain professional advice relating to these terms of use of this Website.

18. MFC, A DIVISION OF NEDBANK EMAIL DISCLAIMER

This email and any accompanying attachments may contain confidential and proprietary information. This information is private and protected by law and, accordingly, if you are not the intended recipient, you are requested to delete this entire communication immediately and are notified that any disclosure, copying or distribution of or taking any action based on this information is prohibited.

Emails cannot be guaranteed to be secure or free of errors or viruses. The sender does not accept any liability or responsibility for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interference with any of the information contained in this email or for its incorrect delivery or non-delivery for whatsoever reason or for its effect on any electronic device of the recipient.

If this e-mail is not related to the business of MFC, a division of Nedbank, it is sent by the sender in their individual, non-business capacity and not on behalf of MFC, a division of Nedbank.

If verification of this email or any attachment is required, please request a hard-copy version.

Nedbank Limited is a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP16). For Nedbank Limited Directors go to <http://www.nedbankgroup.co.za/aboutDirectors.asp>

19.Disclaimer

Nedbank accepts no responsibility for any loss or damage of whatsoever nature that maybe caused or brought about, directly or indirectly, by the use if this internet website or reliance on any information contained therein. While every effort is made to keep information up to date and correct, any interest rates quoted on this site must be confirmed by a Nedbank branch and the bank doesnot accept any liability for reliance placed on quoted rates in the absence of confirmation. Calculators availableon the site are intended only to provide an indication of the amounts calculated. Since Nedbank has no control over the information and variables entered by the user, figures generated by the calculators shall not bebinding on the bank.

20. Nedbank Privacy Statement

At Nedbank your privacy is as important to us as it is to you. Nedbank will safeguard the security and confidentiality of all information the User shares with us. All User information will be treated as confidential and will not be disclosed to third parties, except in situations where:

1. We are legally compelled to do so.
2. Disclosure is made at your request or upon your written consent.

Where possible, Nedbank will limit the collection of User information to the minimum needed, in order to deliver superior service and products to you the User. In the event of Nedbank using third party organizations, for support reasons they will be required to stringently conform to our privacy statement.