

**Adviceworx**  
**Terms & Conditions**  
*- Legal -*

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## **1. Adviceworx Website Terms and Conditions**

The below terms and conditions apply to anyone who accesses the Adviceworx website and it will govern your rights and obligations each time you access the Adviceworx website. By using this website, you warrant that you have the necessary legal capacity to enter into and be bound by these terms and conditions, and it means that you understand, accept and agree to comply with these terms and conditions.

### **a. General**

- Adviceworx may change the information on the website at any time without notice. Please check our website regularly to ensure that you are aware of any changes which may affect you.
- Adviceworx may impose limits or conditions on certain services, features or functions, restrict access to any part of the services or all the services on this site, or modify, suspend or discontinue this site, whether temporarily or permanently without notice.
- Should you use the Adviceworx website without proper authorisation, misuse passwords or information, or breach these terms and conditions, it may result in criminal or civil legal liability on your part and you may be held liable by Adviceworx for any liabilities, losses or expenses incurred by Adviceworx. If your actions constitute a crime, Adviceworx reserves the right to refer the matter to the relevant authorities.
- Adviceworx reserves the right to refuse you access to the website if you breach any of the terms and conditions applicable to the website.
- A subscription to any service or product through the Adviceworx website is subject to Adviceworx's contractual terms and conditions and any applicable legislation.
- If you have any comments or queries about the website specifically or you want to bring incorrect information on the website to our attention, please email us at [service@adviceworx.co.za](mailto:service@adviceworx.co.za).

### **b. Information on services and products**

The information and content provided on our website is for the purpose of providing you with information about Adviceworx, the services that we render, financial products and matters of interest, in general. This information is not intended and does not constitute advice (as defined in the Financial Advisory and Intermediary Services Act, 37 of 2002), a recommendation, guidance or a proposal as to the suitability of any financial product in respect of any financial need you may have.

Any information, any opinion or view on our website is not a solicitation, invitation or offer by Adviceworx to enter into any transaction. It should also not be considered as investment, legal, tax, retirement, financial or any other advice or service.

Any calculators, financial planning tools or other tools made available on our website, should only be viewed as a guideline. The accuracy and completeness of the results of these tools cannot be guaranteed and Adviceworx will not be liable for any inaccuracies or action taken, e.g. entering into a financial product, based on these results.

You should obtain independent professional advice before taking any action based on the information, opinions or views on our website. That also applies to any information, opinions or views displayed on a third-party website which may be accessed through a link on our website.

Any investment performance displayed on the Adviceworx website is for illustrative purposes only. The value of any investment can go up as well as down, as a result of changes in the values of the underlying investments or in the exchange rates of currencies. Past investment returns or portfolio benchmark returns are not necessarily indicative of future returns.

The services and products available on the Adviceworx website are only available to persons who reside in, or are nationals of, or are incorporated under the laws of the Republic of South Africa. If you are unsure if you meet this requirement, please consult your legal or financial advisor.

### **c. Indemnity**

We have made every effort to ensure that the information on the Adviceworx website is accurate and up to date, and that our website or any hardware on which it is stored, is virus free. However, we do not guarantee that the content of the Adviceworx website is appropriate or suitable for any particular purpose, that it is complete or accurate, or that our website or the hardware on which it is stored is free of viruses and other harmful code which may affect your system.

All information is provided without any express or implied guarantee of any kind. Your use and reliance on the information, products or services contained on this site are entirely at your own risk. Adviceworx, including its directors, officers, employees, agents, licensor, suppliers and third-party information providers, will not be liable for any damages or loss that may arise from the use of, or the inability to use (which includes but is not limited to any interruption, malfunction, downtime or other failure of the website or online services, delayed or failed transmission or the loss of data or programmes), the Adviceworx website or the breach of these terms and conditions. This includes, but is not limited to, any direct, indirect, special or consequential loss suffered by you or any third party that may arise, directly or indirectly, as result of the use of, or reliance upon, any content displayed on the website or the breach of these terms and conditions.

### **d. Security**

We are dedicated to ensuring that the Adviceworx website is secure, however, we cannot provide a guarantee with regards to the security of this site. Any information transmitted through an unsecured link over the internet is subject to possible unlawful access and monitoring. Adviceworx cannot be held liable for any loss, damage, or costs that could result from interception by third parties of any information made available via this site or information intercepted through unlawful access.

#### **e. Copyright**

This website and its content are owned by Adviceworx or third parties and are protected by copyright. Information may only be copied, reproduced, displayed, modified, distributed or used with the prior written consent of Adviceworx or the copyright owner. You may not decompile or reverse engineer the website or related software. You may also not post or transmit to the website any unlawful content, use the website in a manner that could damage or interfere with the Adviceworx servers, networks or content displayed on the website, or gain unauthorised access to the information or restricted areas on the Adviceworx website or systems.

#### **f. Third-party websites**

For your convenience, Adviceworx may provide links to third party websites, which links we may remove at any time. The information and content displayed on such third party websites are not under Adviceworx's control and we cannot accept responsibility or be held liable for any information or content displayed on these third party websites or for any loss you may suffer as result of using or relying on the website, its information or content. You access and use these third-party websites entirely at your own risk.

We also do not necessarily endorse, recommend, support, authorise or sponsor the website owners, sponsors or the information, products or services offered on those websites.

Third party websites may collect personal information about you when you access their websites. Please ensure that you familiarise yourself with the relevant privacy and security policies relevant to those websites.

Also please ensure that you obtain professional advice before using or relying the information displayed on the third-party websites.

Should anyone wish to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to the Adviceworx website, Adviceworx's prior written permission must be obtained. It is in our sole discretion to grant such permission or to grant permission subject to conditions specified by Adviceworx.

#### **g. Privacy**

Any personal information that you share with Adviceworx will be treated in accordance with the Adviceworx Customer Privacy Notice.

#### **h. Usernames and passwords**

If any product or service on this website require a username and a password, you are responsible for maintaining the confidentiality of your username and password and the activities that occur on your account (either with or without your knowledge). You are obliged to notify Adviceworx immediately of any unauthorised use of your username and password or any other breach of security. You may be held

responsible for any losses or damages suffered by Adviceworx or a third party as a result of the use of your username and password by someone else.

**i. Mobile devices**

If you are using a mobile device to access the Adviceworx website, the functionality and use of device is outside our control and Adviceworx does not accept any responsibility for a lack of functionality, capability or reliability of your mobile device or software to access the website.

**j. Jurisdiction**

This website is governed by South African legislation and it is subject to the jurisdiction of South African courts.

## **2. ESIGN TERMS AND CONDITIONS**

Welcome to the Adviceworx application for electronic signatures for Adviceworx intermediaries, clients and staff.

### **a. Important information**

The use by you of the Adviceworx Secure ESign application is conditional upon the full acceptance of all these Terms of Use by you and you unconditionally agree to fully comply with and be bound by the Terms of Use. Please read these Terms of Use before using the application.

Please address any comments, issues or concerns to any of the below IT support team:

- Kyle Pillay: [kyle.pillay@adviceworx.co.za](mailto:kyle.pillay@adviceworx.co.za) or 011 268 9632
- Ashley Naidoo: [ashley.naidoo@adviceworx.co.za](mailto:ashley.naidoo@adviceworx.co.za) or 011 268 9642
- Vusi Mpofo: [vusi.mpofo@adviceworx.co.za](mailto:vusi.mpofo@adviceworx.co.za) or 011 268 9614

### **b. Nature of the service**

The Adviceworx Secure ESign application is a white labelled solution provided by QuicklySign to Adviceworx per contractual agreement. The use of the Adviceworx Secure ESign application is therefore subject to the QuicklySign Terms of Use in addition to this Terms of Use. The application facilitates the signing of documents between Adviceworx, its representatives and clients. The documents are flattened when emailed to ensure that the signatures cannot be copied. It however remains the user's responsibility to protect electronic client signatures so that it cannot be manipulated and used fraudulently.

### **c. Protection of personal information**

The information of clients stored in this application is protected by the legislation and the constitution of the Republic of South Africa.

Adviceworx's Secure ESign application users must protect the personal information of clients to ensure that it is not accessed or disclosed unlawfully or negligently. Personal information includes all information related to a natural or juristic person, including name, identification number, contact details, physical characteristics, financial information, health information, etc. This list is not exhaustive.

### **d. Back-up of information**

Signed documentation from the Adviceworx Secure ESign application will also be stored in Adviceworx's secure client relationship management system. Adviceworx will not be responsible for any loss of client information or other information stored in the Adviceworx Secure ESign application.

## **e. Warranties**

Warranties provided by you:

For all purposes, you confirm that

- You are who you say you are, and that you can prove your identity should Adviceworx require you to do so.
- All information you provide at any time to Adviceworx using the Adviceworx Secure ESign application, will in all respects be current, complete and accurate.
- You will ensure that all Adviceworx information in your possession or under your control or to which you have access is, always secure.

Warranties provided by Adviceworx:

While Adviceworx will take care to provide accurate information in the Adviceworx Secure ESign application, the information is provided without any express or implied warranty that it is complete or accurate and the onus is on you to verify that information you use is accurate, complete and up to date. Content is subject to change without notice.

## **f. Protection of login details and passwords**

You need a userid and password to access the Adviceworx Secure ESign application. You are entirely responsible for:

- Maintaining the confidentiality and security of your userid and password. You must not and undertake not to give your userid or password to anyone else.
- All activities that occur using your userid and password, either with or without your knowledge.
- Notifying Adviceworx immediately in writing of any unauthorised use of your userid and password or any other breach of security that you know of or have caused or which you become aware of.
- Losses, both direct or indirect, suffered by Adviceworx or a third party, including clients, due to someone other than you using your userid and password.

## **g. Restricted use**

Unless otherwise indicated in writing, all information, products and services displayed on or accessed through the Adviceworx Secure ESign application are exclusively for the servicing of Adviceworx representatives, clients and staff.



You may not:

- Modify or create derivative works from, publish or license any of the content displayed on the Adviceworx Secure ESign application without Adviceworx's prior written authority.
- Decompile, reverse engineer, or disassemble the application, a linked website, or any other software employed in the display or operation of the Adviceworx Secure ESign application.
- Store content in the application that is of an unlawful nature, for example: (a) contents that is threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic or profane; or (b) content that could damage Adviceworx's image or impair its ability to do business.
- Use the Adviceworx Secure ESign application in a manner that could damage, disable, overburden, or impair any Adviceworx server, computer or network, or interfere with any other party's use of the application.
- Interfere with any content displayed on the Adviceworx Secure ESign application or attempt or gain unauthorised access without Adviceworx's written consent to the information displayed or services available on the application to which you are not authorised, or to any secure applications or websites to which you are not authorised, or to a Adviceworx server or any other part of Adviceworx's information system. Any attempt, whether successful or unsuccessful, to interfere with the information or to gain access to information, services, applications or website to which you are not authorised or to any part of Adviceworx's information system is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.

#### **h. Electronic transactions, communications and records**

By using the Adviceworx Secure ESign application you:

- Consent to receiving communications from Adviceworx electronically. You thereby agree that all electronic agreements, notices, disclosures, and all other communications sent by Adviceworx satisfy any legal requirements that such communications must be in writing.
- Accept the risks inherent in electronic communication in whatever form.
- Consent to Adviceworx acting on the information communicated to Adviceworx electronically. You are responsible to ensure that Adviceworx has received the information communicated electronically.
- Acknowledge and agree that Adviceworx, in its discretion, may retain and store your electronic communications. You agree that the electronic records stored by Adviceworx will constitute rebuttable proof of the content of the records.

- Acknowledge and agree that Adviceworx, in its discretion, may keep a log of your usage of the Adviceworx Secure ESign application, including access to and use of information, services, electronic transactions and secure applications or websites.
- Accept that any email or SMS communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Adviceworx.
- Acknowledge and agree that if any payments are to be made by you to Adviceworx you will use a payment system that Adviceworx authorised in writing.

#### **i. Liability**

Adviceworx will not be responsible for:

- Any loss incurred or damages suffered (whether direct, indirect, special or consequential) to you or any third party that may be attributable, directly or indirectly, to your negligent use of, or reliance upon, any content displayed on the Adviceworx Secure ESign application, by you.
- Any interruption delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

#### **j. Breaches**

Adviceworx reserves the right to:

- Refuse you further access to the Adviceworx Secure ESign application if (a) you breach any of the terms of use applicable from time to time; (b) Adviceworx is unable to verify or authenticate any information you provide to it; (c) Adviceworx believes you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place Adviceworx in disrepute.
- Refer any breach to the police if such breach constitutes a crime.
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of, in connection with or arising out of your breach.
- Institute disciplinary action against you.
- Initiate, where applicable, debarment proceedings against you.
- Proceed against you by way of civil action for any loss, damages, expenses and the like suffered by Adviceworx or any third party.
- At any time to monitor your access to and use of the Adviceworx Secure ESign application

## **k. Indemnity**

You agree to indemnify and hold harmless Adviceworx, any member of Adviceworx and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses, including attorney and own client costs, resulting from any failure to adhere to these terms of use by you.

## **l. Jurisdiction and applicable law**

Your use of the Adviceworx Secure ESign application will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the South Gauteng High Court, Johannesburg.

Any matter arising out of this document, including any claim arising from the use or inability to use the website is subject to and will be governed by the laws of the Republic of South Africa in respect of both the basis of the claim (contract, delict (tort), or any other), and the law relating to procedure and evidence.

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.

## **m. Adviceworx's consent**

To obtain Adviceworx's consent as provided for in these Terms of Use please address the request to [stuart.porrill@adviceworx.co.za](mailto:stuart.porrill@adviceworx.co.za).