

WAGEWISE WEBSITE TERMS OF USE

INTRODUCTION

This website (www.wagewise.co.za) is governed and operated by the ASISA Foundation Trust (Master's reference number IT3400/012) , a non-profit organization founded by the Association of Savings and Investments South Africa (ASISA) hereinafter referred to as "**ASISA Foundation, us, our, we**". This website is largely funded by the Sanlam Foundation.

Please take some time to read and understand these Terms of Use, and the Privacy Policy (collectively, the "**terms**") which govern your use of this website. Your acknowledgment of, and agreement with, these terms is indicated through your use of this website. If you for any reason disagree with these terms or any part hereof, please discontinue use of this website immediately.

We reserve the right to amend or update these terms at any time and from time to time. Please review these terms regularly to ensure that you agree with any amendments to these terms. Your continued use of this website means that you agree and accept any amended terms.

By accessing the websites, you warrant and represent to us that you are legally entitled to do so. You further warrant that you will not use this website for any purpose that is unlawful or prohibited under South African or international law or is in contravention of these terms.

We reserve the right, at our sole discretion and without notice, to –

- periodically amend any criteria or information set out in this website; and
- suspend or terminate the operation of any or all of this website at any time for any reason.

DISCLAIMER AND LIMITATION OF LIABILITY

We endeavour to ensure the reliability of this website and all content available hereon. However, in light of human and technical error and other aspects, to the extent permitted by law, we provide no warranties, representations, statements or guarantees whatsoever (whether express, tacit or implied) in relation to this website, including without limitation the accuracy and completeness of its content and the availability of this website.

Nothing on this website constitutes, or is intended to constitute, advice of any kind, and must not be construed as such. You should seek the advice of professionals prior to making any decision of any nature based on the content made available on this website. Your reliance in any manner on this website is accordingly at your risk.

We shall not be responsible for and disclaim all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to –

- your access and use of this website and/or any information contained on or received via this website, and/or your reliance on any information offered via this website; or
- any failure and/or unavailability of any of this website for any reason whatever.

The ASISA Foundation does not warrant or represent that any information, data, content, software or other material accessible through this Website will be free of bugs, viruses or destructive codes. Your access to and use of this Website remains solely at your own risk.

The content related to products and services featured on this website are based on the laws of South Africa unless otherwise expressly stated.

This website is available to you for personal and non-commercial use. You may print pages for your personal use but no part of this website may be reproduced or transmitted for any other purpose.

COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS

Except where expressly stated to the contrary, copyright and intellectual property rights in all materials, texts, drawings and data made available on this website (collectively "**the materials**") are owned by us, alternatively we are the lawful user thereof, and are protected by both South African and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and other intellectual property rights; save that you may use the materials or any component thereof for your own internal purposes.

The trademarks, names, logos and service marks (collectively "**trademarks**") displayed on these websites are registered and unregistered trademarks of the ASISA Foundation or are licensed to the ASISA Foundation. Nothing contained on this website should be construed as granting any licence or right to use any trademark without the prior written permission of the ASISA Foundation.

No person, business or website may frame this website or any of the pages on this website in any way whatsoever.

No person, business or website may use any technology to search and /or gain information from this website without our prior written consent which may be subject to conditions.

YOUR PERSONAL INFORMATION

For information about our data protection practices, please read the Privacy Policy. You agree that we may process your personal information in accordance with this Privacy Policy.

INDEMNITY

To the extent permitted by law, you indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with your use of the information and/or images available on this website or a breach by you of any provision of these terms or a breach by you of any applicable laws regarding use of this website.

LINKS TO THIRD PARTY WEBSITES AND APPLICATIONS ("External Links")

External links may be provided for your convenience, but they are beyond our control and no representations, warranties or endorsements are made as to their content or services. When visiting external links, you must refer to that external terms and conditions of use. Use or reliance on any external links provided is subject to the applicable third-party privacy statement and is at your own risk. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the ASISA Foundation.

FEEDBACK AND COMPLAINTS

Should you wish to contact the ASISA Foundation with any queries, comments regarding this website, please send an email to foundation@asisa.org.za.

Any complaints can be sent to the same email address above but must be marked for the attention of "Legal". We will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where it deems necessary.

GENERAL

These terms, including our Privacy Policy, constitute the sole record of the agreement between you and the ASISA Foundation in relation to the subject matter hereof. Neither you nor the ASISA Foundation shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the ASISA Foundation in respect of the subject matter hereof. No indulgence or extension of time which either you or the ASISA Foundation may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

the ASISA Foundation shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms.

All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is or becomes unenforceable for any reason whatsoever, shall, only and only to the extent that it is so unenforceable, be treated as non-existent and the remaining provisions of these terms and conditions shall remain in full force and effect.

These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the Western Cape High Court, Cape Town, in respect of any disputes arising in connection with the service/s referred to herein, or the terms or any matter related to or in connection therewith.

NOTICES

The address for service of any notices or documents for all purposes relating to these terms is:

Bridge House

Boundary Terraces

1 Mariendahl Lane

Newlands

7700

No legal service shall be validly affected by email.

Last revised April 2020