

## 1. DEFINITIONS

1. "Act" means the Protection of Personal Information Act 4 of 2013.
2. "Agreement" means the terms as contained in these terms and conditions including any links contained in this agreement and their corresponding web page which are specifically incorporated herein.
3. "Content" means any literary, musical, artistic works, or sound recordings or computer programs or other works provided on the Site.
4. "Financial institution" means any establishment that focuses on dealing with financial transactions, such as investments, loans and deposits which are based in South Africa.
5. "Financial services" means a range of economic services provided by financial institutions.
6. "Intellectual property rights" means all the rights in and to intellectual property, including, but not limited to, computer code, methodology, trademarks, service marks, trade names, domain names, logos, get-up, know-how (including any confidential industrial and commercial information and techniques in any form), utility models, copyrights including any rights envisioned in the Copyright Act 98 of 1978, database rights, rights in respect of any new or existing compilation of any data or information, any structured analysis, reports, application and any resulting know-how, use or any other results originating, or following from, or as a consequence of, data being made available in respect of the any of the above, or any part thereof.
7. "Personal information" means any data you provide through the Site or in any other manner in addition to its corresponding meaning in the Act.
8. "Service" means the content aggregation of information about the financial services industry and the various products available in the sector; the synthesis and analysis of such information; and the display of various products based on such synthesis and analysis; and/or the generation of leads for financial institutions. The Service includes a newsletter which may contain original content which shall be sent periodically to you.
9. "Site" means this website entitled "SA Money Saver", as well as any correspondence with you.
10. "us" "we" "our" or "SA Money Saver" means "My Treasury" (Registration No: K2015439560);
11. "you" and "your" means the customer who uses the Service and the Site provided by us.

## 2. TERMS AND CONDITIONS OF USE OF SITE

1. This agreement regulates your use of the Site and the Service. By accessing the Site, you agree to be bound by this agreement. If you do not wish to be bound by this agreement, you may not access, display, use, download, copy and/or distribute any content. Additionally, you may not make use of the Service.
2. We hold all of the intellectual property rights in and to the Site and the Service and the content. All intellectual property rights are strictly reserved by us and nothing in this agreement shall be interpreted to connote any assignment of such rights to you. You may not use the content or intellectual property except to access, display, use and download it

for personal, non-commercial and informative use which use must be consistent with the purposes of the Site and Services.

3. The information provided to you and the shortlist of financial institutions and / or financial services displayed to you through the Service is generated by means of a methodology and proprietary computer program developed by us for the purposes of providing the Service. The methodology is susceptible to change at our sole discretion. In agreeing to this agreement, you agree to receive information through the Service based on the methodology.

4. We use all reasonable endeavours to ensure that the Service provided through the Site is accurate and complete. However, much of the information contained on the Site is provided by financial institutions and we are unable to check it for completeness or accuracy. The information provided to us is based on the most recent information provided to us by the financial institutions. We provide the Service "as is", without any warranties whatsoever. We shall not be responsible, in any way whatsoever, for any liabilities, claims, demands, actions, costs, damages and / or loss arising from the reliance or use of the Service provided on the Site or from the non-availability of the Site for any reason whatsoever.

5. Any person that delivers or attempts to deliver any damaging code to this Site or, attempts to gain unauthorised right of entry or use to any page on this Site, may be prosecuted and civil damages may be claimed in the event that we suffer any damage or loss. You agree not to attempt to gain access to our server by any means whatsoever or to disrupt or interfere with the running of the Site, including its software, or other party's use of the Site, in any way whatsoever.

6. By posting anything on the Site, you agree to us using it on the Site as we deem appropriate and that no payments will be made to you for such usage. We will, however, not be obliged in any way whatsoever to make such material available on the Site. You hereby grant us all rights necessary to enable us to make this information available on the Site, including the right to edit such content in our sole discretion. We will try to credit you as the source of the information, where possible.

1. You warrant that anything that you post to the Site will not contain any material:

1. that contains any obscene, indecent or offensive language;
2. that is false, defamatory, abusive, injurious, harassing or hateful;
3. in respect of which another party holds the rights (and where such rights have not be cleared by you);
4. which is encrypted, constitutes junk mail or unauthorised advertising;
5. invades anyone's privacy; and/or
6. encourages or constitutes conduct which is unlawful or which would constitute a criminal offence or give rise to civil liability, or that otherwise violates any South African or international law or regulation. You agree to use the Site only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

2. In relation to any discussion forum (where applicable), the following general principles apply in relation to material you include:

1. do not post libellous or defamatory comments
2. do not post anything relating to any ongoing or pending trial
3. do not post content which you have copied from someone else (i.e. you do not own the copyright)
4. do not use profanities
5. do not post a personal insult about another user
6. do not advertise or solicit
7. do not impersonate another user

3. It is not possible for us to review all material posted to the Site prior to it being made available on the Site. Should we become aware that any content you post to the Site is not in accordance with the principles of this agreement, we shall be entitled to remove such content immediately, in our sole discretion. If you are of the view that any content posted to the Site violates the principles of this agreement, please email us at [info@samytresury.co.za](mailto:info@samytresury.co.za)

4. We accept no liability for any content posted to the Site by a third party and you warrant that you shall remain responsible for the accuracy of any content you post to the Site.

7. We may, at our sole discretion, change these terms and conditions or any part thereof at any time with no notice to you. It is your responsibility to ensure that you are satisfied with the amendments by accessing the updated terms and conditions. Should you not be satisfied with the amendments, you must refrain from using the Site in any way. Your continued use of the Site will be deemed to constitute an acceptance by you of the amended terms of the agreement.

8. Our Services may be subject to registration procedures and approvals. Should they be, we may accept or reject your registration request at our sole discretion.

### 3.DISCLAIMER AND WARRANTIES

1. We are not a financial advisory service and at no time have we held ourselves out to be such. We do not purport to provide advice in any manner or form. You acknowledge that you understand that we perform an aggregation and content creation service that provides objective information about a particular financial product rather than an advisory service.

2. We are not an intermediary service and at no time have we held ourselves out to be such. The Service is not a proposal, nor shall it be deemed to represent a proposal, by us or any third party to sell any product or service or to enter into any contract with respect to any product or service.

3. We shall not be liable for any harm, loss or damages suffered by you or any third party as a result of your conclusion of a contract, or any other agreement with any financial institution. We shall not be liable to you for any harm, loss or damage suffered by you or a

third party which results from any use or purchase a financial service or product based on the information provided to you through the Service.

4. We make no representations or warranties as to the quality of the financial institutions or the financial services displayed on this Site. We further make no representations or warranties that the information provided to you through the Service shall be fit for the purpose for which you require it.

5. You warrant that the personal information you have provided to us in accordance with clause 5.4 below is accurate and up to date. Further, you warrant that you will inform us if your personal information changes in accordance with clause 5.10 below and you indemnify us against any liability we may incur by your failure to do so.

6. You warrant that you shall at all times abide by these terms and conditions and acknowledge that any breach of these warranties contained in this agreement may cause us to suffer harm and/or damages.

#### 4. INDEMNITY

1. You unconditionally and irrevocably indemnify and hold us harmless against all and any loss, liability, proceedings, costs, and damages, including direct, indirect, special and consequential damages, arising out of or in connection with the use of the Service offered on the Site; the content available on the Site; the failure or delay in the performance of the Service on the Site; or, in any other manner related to your use of the Site, whether due to our negligence or not.

2. Our Site may contain links to and from other websites, including social media sites. If you follow a link to any of these websites, please note that you do entirely at your own risk. You unconditionally and irrevocably indemnify and hold us harmless against all and any loss, liability, proceedings, costs, and damages arising out of or in connection to any harm, of whatsoever nature, you may suffer as the result of the use of such websites.

#### 5. PROTECTION OF PERSONAL INFORMATION

1. We need to collect, use, and disclose the personal information you submit through our Site on the terms set out below.

2. Personal information collected via the Site and Service is controlled by My Treasury at 34 Melrose Boulevard, Melrose Arch, Johannesburg, 2076.

3. The Site and Service are not intended for users who are not of a legal age to form a binding contract with us. We do not knowingly collect personal information from these individuals.

##### 4. Information we collect

1. The kind of information we may collect through the Site or otherwise includes, but is not limited to, the following categories of personal information:

1. Should we require that you register for the Service, you will be asked for basic registration information, such as an email address and password.

2. Identification information: You may also be asked to provide identification information to confirm your identity, including, but not limited to, your first and last name, username, address, and phone number.

3. Financial information: You may be required to provide certain information relating to your finances.

4. Third party credentials: You may also enter in certain passwords, usernames, account numbers, and other account information for third party sites and Internet services.

5. Newsletter and surveys: From time to time, you may receive a newsletter from us containing information about news, products, goods and/or services or you may be offered an opportunity to participate in a survey. We may collect or you may submit information in connection with either one of these communications.

6. Technical and navigational information: We collect information about, amongst other things, your interaction with the Site such as computer browser type, pages visited, average time spent on our Site, IP address, unique identifier of the device, operating system version and app version.

7. Location information: we may collect information about your location from your device.

8. Other information: We may request or receive other personal information such as feedback, questions, comments, suggestions, or ideas to provide you with other benefits or to improve upon the Service. In such instances, you will be given the opportunity to provide or decline that information.

#### 5. How we use the information we collect

##### 1. We use your personal information to:

1. fulfil your requests for the Service;
2. respond to your inquiries about the Service;
3. analyse Site usage and improve the Service provided through the Site;
4. alert you to software compatibility issues and to improve our web design and functionality;
5. deliver to you any administrative notices or alerts and communications relevant to your use of the Service;
6. provide information to you about other products, programs, or services that we believe may be of interest to you. In this regard, we shall be entitled to transfer your personal information to any third party service provider;
7. perform market research, project planning, product development, troubleshooting problems, analysis of user behaviour, marketing and promotions;
8. detect and protect against errors, fraud, or other criminal activity;

9. enforce the terms of this agreement; and

10. in connection with a merger, sale, of substantially all of our assets, or corporate reorganization.

2. We may use your information to pre-fill form fields on the Site for your convenience.

#### 6. How we disclose personal information

1. We will only share your personal information with third parties if we believe their products are relevant to your needs.

2. You consent to us sharing your personal information with financial institutions to enable them to contact and assist you with regard to their financial products and/or financial services. Financial institutions that are given access to your personal information are obligated to abide by the Act and are not allowed to use the information for any other purpose than they disclose to you. In this regard, you acknowledge that once we have transferred your personal information to a financial institution, we no longer have any control over the manner in which the information is processed. You shall not hold us liable for any processing of personal information done by financial institutions that is inconsistent with the Act, or any other applicable legislation.

3. We may keep your information indefinitely unless you object to us doing so in which case we will only retain your information if we are legally obliged to do so.

4. We may share your personal information with other third parties with your consent or instructions to do so.

5. We may transfer your personal information to countries which may not have similar data protection laws to South Africa.

6. We may disclose personal information to comply with the law or a court order, or in response to a lawful request by government or law enforcement authorities, or in cases we believe in good faith that disclosure is necessary for, including but not limited to, protection of our rights or properties, or to identify, contact or bring legal action against any person who may be causing damage to or interference with our rights or properties, whether intentionally or otherwise, or when any other person could be harmed by such activities.

7. You have the right to access any of your personal information in our possession at any time and you may require us to correct any incorrect information we may have.

#### 7. Security of Personal Information

1. We use technical and administrative security measures such as but not limited to firewalls, encryption techniques, and authentication procedures, among others, to maintain the security of your online session.

2. We receive personal information from you in the provision of the Service. While we make every effort to protect such personal information, it is possible for internet-based communications to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be guaranteed. We will not

be responsible for any damages suffered by you or any third party as a result of the transmission of personal information through the internet or for any errors or changes made to any transmitted information.

3. We may make use of cookies.

#### 8. Newsletters, summaries and notifications

1. We may send periodic Site related alerts, weekly summaries, notifications, newsletters, promotions, or other information via email. You may choose to stop receiving alerts, summaries, newsletters and promotions by indicating your preference in your account profile or settings. You may also follow the unsubscribe instructions in the email you receive. Please note that certain Service-related messages that we send are necessary for the proper functioning and use of the Service and you may not have the ability to opt-out of those messages.

#### 9. Third party offers, advertisements, and data collection

1. We may display a number of separate products and services offered by third parties to you on our Site and through the Service. These third party offers may be complementary to your use of the Site and may be personalised based on information you provide to us, we have collected about you, queries made through the Site, or other information. If you choose to use these separate products and services, provide information to the third party, or allow the third party to otherwise collect information about you, then their use of your information is subject to the applicable third party's privacy policy and terms of service. You should review the practices of the third party before deciding to use their service or provide them with any information.

2. We may use third party service providers to help us analyse certain online activities. For example, these service providers may help us measure the performance of our online promotions or analyse Site activity. We may permit these service providers to use cookies and similar technologies to perform these Services. We do not share any personal information about our customers with these third party service providers, and these service providers do not collect such information on our behalf.

#### 10. Changes to your personal information

1. You may access, review, and update much of the information you have submitted to us at any time via the Site or Service.

2. You may choose to close or request that we delete your account for the Service at any time. We will use commercially reasonable efforts to remove your information, although some information may be retained. For example, some information may be retained on a backup server or media, which is necessary to help ensure continued availability of our Service.

#### 11. Complaints

1. If you think that we are processing your personal information in an unlawful or unfair manner, you agree to first contact us to attempt to resolve the matter. If we

cannot resolve the matter to your satisfaction, you may contact the relevant authority.

#### 12. Changes to this clause of the agreement

1. We may update this clause 5 of the agreement periodically. Changes are effective immediately upon posting. The date last revised appears at the top of this Statement.

#### 6.GENERAL

1. Should our Site include social media features, these features may collect your IP address and set a cookie to enable the feature to function properly. Your interactions with such features are governed by the privacy policy of the company providing the features.

2. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future.

3. This agreement shall be governed and interpreted in accordance with the procedural and substantive laws of the Republic of South Africa and the parties hereby consent to the jurisdiction of the South African magistrates' courts in the event of any dispute or litigation arising out of this agreement.

4. Should any clause or sub-clause be void for vagueness or for any other reason, then that clause or sub-clause shall be capable of being severed from the remainder of this agreement, which shall remain of full force and effect.

5. This agreement constitutes the sole record of the agreement between the parties and supersedes all previous agreements. Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded therein.

6. No addition to, variation of, novation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.