



AN OTHER AND ASSOCIATES WEBSITE TERMS AND CONDITIONS

1. GENERAL

- 1.1 These terms and conditions is made with respect to the website pertaining to **Spies & Associates** ("the website" and "the Practice" respectively), a financial advisory practice within Old Mutual Life Assurance Company (South Africa) Limited, with respect to its Personal Financial Advice business unit ("Old Mutual PFA").
- 1.2 These terms and conditions set out rules of use of the website and as well the limitations in respect of the website's content. Use of this website, will be construed as your agreement to abide by these terms and conditions, and that the contents of this disclaimer has been acknowledged and fully understood.
- 1.3 Any minor or person lacking the necessary legal capacity, would be required to obtain their respective legal guardian's permission before contacting and / or interacting with the Practice and / or Old Mutual PFA via this website.
- 1.4 Any personal information used or processed by this website will subscribe to the Protection of Personal Information Act of 2013 ("POPIA"), and in accordance with Old Mutual's Privacy Notice.

2. COOKIES

- 2.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 2.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date. A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 2.3 Cookies do not typically contain any information that personally identifies a user, but personal information that the Practice and / or Old Mutual PFA stores about you may be linked to the information stored in and obtained from cookies.
- 2.4 This website uses cookies for the following purposes:
 - 2.4.1 **authentication** – to identify you when you visit this website and as you navigate it;
 - 2.4.2 **status** - to help the Practice to determine if you are logged into the website;



- 2.4.3 **personalisation** – to store information about your preferences and to personalise this website for you;
 - 2.4.4 **security** - as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect this website and services generally;
 - 2.4.5 **analysis** – to help the Practice to analyse the use and performance of this website and services.
- 2.5 By using this website, you agree to the Practice and/or Old Mutual PFA's use of cookies for the aforementioned purposes, and in accordance with our privacy policy in Old Mutual's Privacy Notice.

3. MANAGING COOKIES

Most browsers allow you to refuse to accept cookies and to delete them. The methods for doing so vary from browser to browser, and from version to version. You may be able to manage your cookies (which includes blocking and deleting them) via these links for the respective browsers:

- CHROME - <chrome://settings/content/cookies>
- FIREFOX - <about:preferences#privacy>
- OPERA - Settings > Advanced > Privacy & Security > Site Settings > Cookies

Should you opt to delete or blocking cookies, it will have a negative impact on your use and functionality of this website. If you block cookies, you will only be able to use limited features on this website.

4. INTELLECTUAL PROPERTY NOTICE

- 4.1 Subject to the express provisions of this notice, the Practice and / or Old Mutual PFA, together with its licensors, own and control all the copyright and other intellectual property rights on this website, inclusive of its content.
- 4.2 All intellectual property rights of the Practice and / or Old Mutual PFA website and the material on this website are reserved.
- 4.3 Copyright License
 - 4.3.1 You may:
 - 4.3.1.1 view pages from this website in a web browser
 - 4.3.1.2 download pages from this website for caching in a web browser
 - 4.3.1.3 stream audio and video files from this website



- 4.3.1.4 download product brochures and documents that have been uploaded to the website providing additional information on Old Mutual products and services, brochures. Documents that have been downloaded may not be linked, published or copied without the Practice and / or Old Mutual PFA's written consent
- 4.3.2 Other than as specifically allowed by the other terms and conditions in this notice, you may not download or print any material from this website.
- 4.3.3 You may only use this website for your own requirements relating to the procurement of Old Mutual's products or services. You may not use this website for any other purposes such as commercial benefit.
- 4.3.4 Except as expressly permitted by this notice, you may not edit or otherwise modify and material on this website.

5. INTELLECTUAL PROPERTY AND RESTRICTIONS ON USE

This website contains information which is owned by and licensed to Old Mutual, including but not limited to text, design, layout, graphics, organisation, digital conversion and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use other than in accordance with the next paragraph is strictly prohibited.

You are granted a non-exclusive, non-transferable, revocable license to access and use this website strictly in accordance with these terms and conditions; to use this website solely for the procurement of Old Mutual's products or services; to download or print out information from the website solely for the procurement of Old Mutual's products or services, provided that all copyright and other intellectual property notices therein are unchanged.

5.1 Links

You may not create a link from a malicious or undesirable website to this website.

6. LICENSE TO USE WEBSITE

- 6.1 Unless you own or control the relevant rights in the material, you may not:
 - 6.1.1 republish material from this website (including republication on another website);
 - 6.1.2 sell, rent or sub-license material from this website;
 - 6.1.3 exploit material from this website for a commercial purpose;
 - 6.1.4 redistribute material from this website.



- 6.2 The Practice and / or Old Mutual PFA reserves the right to limit access to parts of this website, or even the website in its entirety, at the Practice and / or Old Mutual PFA's discretion. You may not circumvent or attempt to circumvent any access control mechanisms on this website.

7. UNACCEPTABLE USE

- 7.1 You may not:
- 7.1.1 use this website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website
 - 7.1.2 use this website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity
 - 7.1.3 use this website to copy, host, transmit, publish or distribute any material which consists of (or is linked to) any malicious computer software
 - 7.1.4 access or scrape this website with any robot, spider or other automatic methods, except for the purpose of indexing search engines
 - 7.1.5 use data gathered by this website for any direct marketing activities (including without restriction direct mail, email, telephone or SMS marketing)
- 7.2 You must ensure that all information you give the Practice and / or Old Mutual PFA through this website, or in relation to this website, is true, accurate, updated, complete and non-misleading.

8. LIMITED WARRANTIES

- 8.1 The Practice and / or Old Mutual PFA do not warrant or represent:
- 8.1.1 the completeness or accuracy of the information or advice published on this website
 - 8.1.2 that the material on the website is up to date; or
 - 8.1.3 that the website or any service on the website will remain available
- 8.2 The Practice and / or Old Mutual PFA reserves the right to discontinue or alter any or all of this website services, and to stop publishing this website, at any time at the Practice and / or Old Mutual PFA's sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if the Practice and / or Old Mutual PFA stops publishing the website.
- 8.3 To the maximum extent permitted by applicable law, the Practice and / or Old Mutual PFA excludes all representations and warranties relating to the subject matter of these terms and conditions, this website and the use of this website.



9. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 9.1 Nothing in these terms and conditions will:
 - 9.1.1 limit or exclude any liability for death or personal injury resulting from negligence
 - 9.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation
 - 9.1.3 limit any liabilities in any way that is not permitted under applicable law; or
 - 9.1.4 exclude any liabilities that may not be excluded under applicable law.
- 9.2 To the extent that this website and the information and services on this website are provided free of charge, the Practice and / or Old Mutual PFA will not be liable for any loss or damage of any nature.
- 9.3 The Practice and / or Old Mutual PFA will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.4 The Practice and / or Old Mutual PFA will not be liable to you in respect of any loss or corruption of any data, database or software.
- 9.5 The Practice and / or Old Mutual PFA will not be liable to you in respect of any losses arising out of any event or events beyond the Practice and / or Old Mutual PFA's reasonable control.
- 9.6 The Practice and / or Old Mutual PFA will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 9.7 You accept that the Practice and / or Old Mutual PFA has an interest in limiting the personal liability of the Practice and / or Old Mutual PFA's officers and employees and, having regard to that interest, you acknowledge that Old Mutual is a limited liability entity.
- 9.8 You agree that you will not bring any claim personally against the Practice and / or Old Mutual PFA's officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.



10. BREACHES OF THESE TERMS AND CONDITIONS

- 10.1 Without prejudice to the Practice and / or Old Mutual PFA's other rights under these terms and conditions, if you breach these terms and conditions in any way, or if the Practice and / or Old Mutual PFA reasonably suspects that you have breached these terms and conditions in any way, the Practice and / or Old Mutual PFA may:
 - 10.1.1 send one or more formal warnings to you
 - 10.1.2 temporarily suspend your access to this website
 - 10.1.3 permanently prohibit you from accessing this website
 - 10.1.4 block computers using your IP address from accessing this website
 - 10.1.5 contact any or all of your internet service providers and request that they block your access to this website
 - 10.1.6 commence legal action against you
- 10.2 Where the Practice and / or Old Mutual PFA suspends, prohibits or blocks your access to this website or a part of this website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation, creating and/or using a different account).

11. VARIATION

- 11.1 The Practice and / or Old Mutual PFA may revise these terms and conditions from time to time.
- 11.2 The revised terms and conditions will be applicable for the use of this website from the date of publication on this website.
- 11.3 You hereby relinquish any right you may have had, to be informed of any changes having been made to these terms and conditions.
- 11.4 If you do not agree to the revised terms and conditions, you must stop using this website.

12. ASSIGNMENT

- 12.1 You hereby agree that the Practice and / or Old Mutual PFA may assign, transfer, sub-contract or otherwise deal with the Practice and / or Old Mutual PFA's rights and/or obligations under these terms and conditions.
- 12.2 You may not without the Practice and / or Old Mutual PFA's prior written consent assign, transfer, sub-contract or otherwise, deal with any of your rights and/or obligations under these terms and conditions.



13. SEVERABILITY

- 13.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 13.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. THIRD-PARTY RIGHTS

- 14.1 A contract under these terms and conditions is for the Practice and / or Old Mutual PFA's benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 14.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

15. JURISDICTION

- 15.1 These terms and conditions shall be governed by and construed in accordance with South African law.
- 15.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

16. OUR DETAILS

- 16.1 This website is owned and operated by Old Mutual PFA.
- 16.2 The Practice is based in South Africa; and its registered office is at 67 Voortrekker Street, Malmesbury, South Africa. Old Mutual PFA's principal place of business is at No 1 Mutual Place, Sandton OR Mutualpark, Jan Smuts Drive, Pinelands, 7405

17. YOU CAN CONTACT US:

By telephone, on 012 345 6789

DATED

Last Revision April 2022