

Bayport Website General Terms and Conditions

1. INTRODUCTION

- 1.1. These terms and conditions govern your use of the Bayport Financial Services 2010 (Pty) Limited's ("Bayport" or "us" or "we") website situated at www.bayportsa.com ("Bayport's website" or "this website"). Please read the website terms and conditions in full before you use this website.
- 1.2. By accessing this website, you agree to be bound by these terms and conditions with effect from the first time you access this website and each time thereafter.
- 1.3. Bayport reserves the right, in its sole discretion, to amend these terms and conditions so please refer back to them in the future because by accessing this website you are bound to the version of the terms and conditions published on this website at the time of your visit to this website.

2. ACCESS TO THIS WEBSITE AND CONSENT TO USE OF PERSONAL INFORMATION

- 2.1. It is your responsibility to acquire, maintain and licence all computer hardware, software, telecommunications facilities and internet access in order to access this website. It is your responsibility to ensure that all such hardware, software and facilities so procured by you are compatible with this website.
- 2.2. You will be able to access the majority of this website without having to register any details with us. To the extent that you do register any of your personal details on this website, you consent to Bayport Terms and conditions for registration and use of your data as more fully documented **here**.
- 2.3. For more information on how Bayport handles your information please refer to our Privacy Policy.

3. USE OF WEBSITE

- 3.1. You may only access and use Bayport's website in a lawful manner for your own private or educational purposes. You may not access or use this website for any commercial or non-private/educational purpose without the prior written consent of Bayport.
- 3.2. You may –
 - 3.2.1. print and download material from this website provided that you do not modify or amend
 - 3.2.2. any content without Bayport's prior written consent;
 - 3.2.3. cache this website provided that (i) such caching is for you own private or educational purpose; (ii) the cached content is not modified or amended in any way; and (ii) you will remove any cached content upon request therefor by Bayport.
- 3.3. Material on this website may not be republished online or offline without Bayport's prior written consent.
- 3.4. With the exception of personal and private information, any material you send or post to this website shall be considered non-proprietary and not confidential. Unless you advise to

the contrary Bayport will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

- 3.5. When using this website you shall not post or send to or from this website any material –
 - 3.5.1. which you are not permitted to so post or send or for which you have not obtained all necessary consents, permits and/or licences;
 - 3.5.2. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or is otherwise in contravention of the laws of the Republic of South Africa; and
 - 3.5.3. which is harmful in nature including, and without limitation, damaging code, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 3.6. Bayport shall not be liable for any material which you post or send to or from this website and reserves the right to remove or modify any such material.
- 3.7. Bayport will –
 - 3.7.1. fully co-operate with any law enforcement authorities or court order requiring it to disclose the identity or other details of any person posting material to this website in breach of 3.5; and
 - 3.7.2. in addition to any other rights which it may have, including (without limitation) the right to lay criminal charges, be entitled to claim from you all damages, losses, liabilities and expenses incurred by Bayport and/or its affiliates resulting from or attributable to a breach by you of this 3.
- 3.8. You may only use this website to browse the content, make legitimate payments and shall not use this website for any other purposes, including without limitation, to make any speculative, false or fraudulent payment.
- 3.9. This website and the content provided in this website may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.
- 3.10. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited.
- 3.11. Unauthorized use of this website and/or the materials contained on this website may violate applicable copyright, trademark or other intellectual property laws or other laws.
- 3.12. Use of the website means that we do not have personal interaction with you. Unless you notify us prior to us giving effect to an instruction submitted by you on the website, you authorise us and acknowledge that we shall rely on and perform all instructions that appear to originate from you.
- 3.13. In using the website you represent and warrant that you are of full legal age, are emancipated or have your guardian's consent and assistance and have the required legal capacity to enter into and be bound by this agreement or any other product agreement regarding your use of the website.

4. WEBSITE INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. Bayport may make changes to the material on this website at any time and without notice to you.
- 4.2. Nothing on this website shall be construed as a solicitation or offer, or recommendation to engage in any transaction or to provide advice as defined in the Financial Advisory and Intermediary Services Act ("FAIS Act").
- 4.3. All intellectual property (whether registered or not) on this website including, without limitation, copyright, software, information, graphics, design elements, text, formatting, logos, trademarks, icons and hyperlinks are owned by Bayport or its licensors and must not be reproduced without Bayport's and/or the licensor's prior written consent.

5. AVAILABILITY

- 5.1. Although Bayport takes all reasonable steps to ensure that this website is available 24 hours every day, this website may be unavailable as a result of maintenance, upgrades and/or other technical issues. Bayport will not be –
 - 5.1.1. obliged to notify you of any downtime or unavailability of this website; and
 - 5.1.2. liable for any claims, losses, damages or expenses incurred by you if this website is unavailable at any time.
 - 5.1.3. Bayport reserves the right, in its sole discretion, to terminate this website or change the domain name or address of this website without notice to you.

6. LINKS TO AND FROM OTHER WEBSITES

- 6.1. Any links to third party websites or resources located on this website are provided for your convenience only. Bayport has not reviewed each third-party website and has no responsibility for such third-party websites or their content. If you choose to access a third-party website linked to this website, it is at your own risk.
- 6.2. Bayport will not be liable to you for any claim whatsoever arising from or attributable to your use of any link/s on third party websites to access this website.
- 6.3. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.
- 6.4. If you would like to insert a link (including, without limitation, hyperlink, frame or metatag) to this website, you must first obtain the prior written consent of Bayport to do so, which consent Bayport is entitled to withhold or refuse in its sole discretion. Any approval granted

by Bayport will be subject (in addition to any other conditions which Bayport may impose) to the following conditions –

- 6.4.1. you may only insert a link to a page on this website but you may not replicate the whole or any part of this website; and
- 6.4.2. by inserting a link, you must not in any way imply that Bayport is endorsing your website, any of its contents and/or any services or products which you may offer.
- 6.4.3. you do not misrepresent your relationship with Bayport or present any false information about Bayport;
- 6.4.4. you do not link from a website that is not owned by you;
- 6.4.5. your website must not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the laws of the Republic of South Africa; and
- 6.4.6. you fully indemnify Bayport for any loss or damage suffered as a result of inserting or providing such a link.

7. DISCLAIMER

- 7.1. While we have taken care to ensure that the content on this website is accurate, this website and the services accessible on or via this website are provided 'as is' and your use of and reliance on the information on this website and the online services is entirely at your own risk.
- 7.2. We do not represent or warrant that the website, any tools (such as calculators), software, advice, opinion, statement, information, content or online services will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality. You acknowledge that any reliance upon any such tools, software, advice, opinion, statement or information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website. To the fullest extent permissible by law, we expressly disclaim all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy. While we take all reasonable precautions to prevent this, we do not warrant that the website or any software available for download via the website is free of viruses or destructive code.
- 7.3. We and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) shall not be liable for and you hereby indemnify us and our officers, directors, employees, servants, affiliates, shareholders, agents, consultants or employees (in whose favour this constitutes a stipulation for the benefit of another) against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your use of this website or

the online services or the information contained on this website or your inability to use this website or the online services.

7.4. Without derogating from the generality of the above, we will not be liable for:

- 7.4.1. any interruption, malfunction, downtime or other failure of the website or online services, our system, databases or any of its components, for reasons beyond our control;
- 7.4.2. any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects;
- 7.4.3. any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects or negligence on our part;
- 7.4.4. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities;
- 7.4.5. any event over which we have no direct control.

8. OUR RIGHTS

8.1. We reserve the right to –

- 8.1.1. modify or withdraw, temporarily or permanently, this website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of this website; and/or
- 8.1.2. change these conditions from time to time, and your continued use of this website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the conditions have been changed. If you do not agree to any change to the conditions then you must immediately stop using this website
- 8.1.3. We will use our reasonable endeavours to maintain this website. This website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of this website or because of a failure, suspension or withdrawal of all or part of this website due to circumstances beyond our control.

9. PRIVACY POLICY

- 9.1. We are committed to protecting your privacy. This clause and our Privacy Policy applies to all the web pages related to this website.
- 9.2. All the information gathered in the online forms on this website are used to personally identify users that subscribe to this service. The information will not be used for anything

other than which is stated in herein or in Bayport's Privacy Policy. None of the information will be sold or made available to anyone.

- 9.3. This website may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access this website; the pages that you access while at this website and the Internet address of the website from which you linked directly to this website. This information is used to help improve this website, analyse trends, and administer this website.
- 9.4. We may need to change this policy from time to time in order to address new issues and reflect changes on this website. We will post those changes to this website so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please contact us.
- 9.5. By using this website, you signify your acceptance of this clause and our Privacy Policy. If you do not agree to this policy, please do not use this website. Your continued use of this website following the posting of changes to these terms will mean that you accept those changes.

10. COOKIE/TRACKING TECHNOLOGY

- 10.1. This website may use cookie and tracking technology depending on the features offered.
- 10.2. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to this website, and understanding how visitors use this website.
- 10.3. Cookies can also help customize this website for visitors.
- 10.4. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information.
- 10.5. Aggregate cookie and tracking information may be shared with third parties.
- 10.6. Cookies only store information from your browser, they cannot access data on your hard drive. Cookies are text files that cannot transfer viruses to your computer or mobile device.
- 10.7. You can set your browser to notify you if "cookies" are to be transferred or to reject "cookies". You may also choose to not consent to us making use of "cookies" when the consent pop-up is presented to you.

11. PAYMENT POLICY

- 11.1. When you click to make a payment with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms and conditions.
- 11.2. You must not make any payment through this website unless you understand and agree all our terms and conditions.

- 11.3. Once payment is made, it is deemed that you have read and understood the terms and conditions for such payment. If you have any queries please contact us before making any payment through this website.

12. PAYMENT OPTIONS AND PRICING

- 12.1. All transactions will be processed in South African Rand (ZAR).
- 12.2. Credit Card – We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to this website at a later time to complete your payment.
- 12.3. EFT (Electronic Fund Transfer) – One of the most widely used ways of sending money online. Once you have selected the payment option, follow the payment processing instructions. Select the option to pay via EFT. You will then have to load Bayport Financial Services as a beneficiary on your internet banking and use the unique reference number in the reference line for your payment. This should ensure speedy processing.
- 12.4. Direct Deposit – You may make payment through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please send through your deposit slip to us to ensure your payment is confirmed and allocated as quickly as possible.
- 12.5. For more information about how to make payments and other payment options, please contact us.

13. SECURITY POLICY

- 13.1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted.
- 13.2. The company registration documents and this website's registered domain name are checked and verified, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
- 13.3. Virtual Card Services is committed to providing secure online services.
- 13.4. All encryption complies with international standards.
- 13.5. Encryption is used to protect the transmission of personal information when completing online transactions.
- 13.6. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
- 13.7. The Merchant does not have access to credit details.
- 13.8. Virtual Card Services continually reviews and enhances its security in line with technological changes.

14. EXCLUSION OF LIABILITY

- 14.1. Subject to the provisions of sections 43(5) and (6) of the Electronic Communications and Transactions Act, 2002 ("ECT Act") (if applicable), neither Bayport, nor its affiliates and their

respective directors, shareholders, agents, consultants or employees or any other party (whether or not involved in producing, maintaining or delivering this website), shall be liable or responsible to you or any third party for any loss, damage or expense of whatsoever nature that you or any third party may suffer as a result of accessing and/or using this website. This exclusion shall include, without limitation, servicing or repair costs and any other direct, indirect or consequential loss.

15. DISPUTES

- 15.1. If any dispute arises in connection with this website and/or these terms and conditions, such dispute shall be referred to arbitration by either party to an arbitrator agreed by the parties and failing agreement within 5 days, an arbitrator appointed by the Chairman of the Law Society of the Northern Provinces (or its successors-in-title). The arbitration shall be held in Sandton in accordance with the expedited rules of the Arbitration Foundation of South Africa.
- 15.2. The provisions of this 15 shall not be construed as prohibiting or restricting a party from applying for any urgent or mandatory relief from any court of competent jurisdiction.

16. MONITORING

- 16.1. You expressly give your consent for us to monitor your internet and e-mail traffic on our website. You acknowledge that we monitor internet and e-mail traffic on the website primarily to ensure that users and consumers are not acting illegally, unlawfully or in breach of this agreement and:
 - 16.1.1. to maintain the integrity and security of our website and information technology systems;
 - 16.1.2. to investigate and detect any unauthorised use of our website and information technology systems; and
 - 16.1.3. as an inherent part of and to secure the effective operation of our website and information technology systems.

17. CONSENT

- 17.1. You understand that all the designs and trademarks are registered to Bayport and hereby accept the terms and conditions. You undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should you be found to be in violation of this agreement you understand that you will be held liable for all legal costs incurred by Bayport for any civil action or any legal action deemed necessary against you.

18. GENERAL PROVISIONS

- 18.1. These terms and conditions will be governed by and construed in accordance with the law of the Republic of South Africa.

- 18.2. These terms and conditions, as amended from time to time by Bayport in its sole discretion, constitute the entire agreement between you and Bayport in relation to the subject matter of the terms and conditions.
- 18.3. No failure or delay to exercise any of Bayport's rights will be construed as a waiver of any such right, whether express or implied, nor will it affect the validity of any part of these terms and conditions or prejudice Bayport's rights to take subsequent action against you.
- 18.4. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, such term, condition or provision will be deleted from the remaining terms, conditions and provisions, which will continue to be valid to the full extent permitted by the law.
- 18.5. The provisions of these terms and conditions must be read in conjunction with the privacy policy pertaining to this website and such privacy policy shall be deemed to be incorporated herein.
- 18.6. Bayport shall be entitled to cede, assign and transfer any of its rights and obligations under these terms and conditions without obtaining your consent and without notice to you. Any of Bayport's rights under these terms and conditions are expressed for the benefit of the affiliates of Bayport and shall be capable of acceptance by them, whether expressly or tacitly.

19. DOMICILIUM CITANDI ET EXECUTANDI

- 19.1. Bayport's chosen address for any legal notice is: 3 Alice Lane, Sandton, Johannesburg, 2196

20. QUERIES AND COMPLAINTS

- 20.1. If you have any queries, comments or requests regarding this policy, please contact us at this address: clientcare@bayport.co.za.
- 20.2. Should you no longer wish to receive communications from Bayport, please contact us at this address: clientcare@bayport.co.za

21. DISCLOSURES REQUIRED UNDER SECTION 43 OF THE ECT ACT

- 21.1. To the extent that section 43 of the ECT Act is or may in future become applicable, Bayport makes the following disclosures –
 - 21.1.1. Name, status and registration number: Bayport Financial Services 2010 (Proprietary) Limited, a private company incorporated under the laws of the Republic of South Africa, with registration number 2009/018403/07.
 - 21.1.2. Physical address and domicilium: 3 Alice Lane, Sandton, Johannesburg, 2196, Gauteng.
 - 21.1.3. Telephone number: 087 287 4000
 - 21.1.4. Website address: www.bayportsa.com
 - 21.1.5. Email address for our products: clientcare@bayport.co.za

- 21.1.6. Directors: GC Kurland, BJ Arlow, J Chola, R Rossi, SK Stone
- 21.2. Regulatory registrations: registered as a credit provider with the National Credit Regulator, NCR registration number NCRCP 4685 and registered as an authorised financial services provider with the Financial Services Board, FSB number FSP 42380
- 21.3. Membership of regulatory bodies:
 - 21.3.1. Member of the Direct Marketing Association (Tel: 011 781 8032);
 - 21.3.2. Member of the Payment System Stakeholder Forum (Tel: 072 227 0372 or 071 216 0710); Member of the Credit Providers Association (Tel: 011-463-7423 or 011-463-3179)
- 21.4. Code of Conduct: Code of Conduct to Combat Over Indebtedness
- 21.5. Terms relating to supply of goods: Our standard terms and conditions relating to unsecured loans and credit facilities or insurance products are available on this website. Any specific terms and conditions relating to individual agreements will be set out in the pre-agreement statements and quotations and/or agreements sent to you.
- 21.6. Section 44 of the ECT Act: to the extent that section 44 of the ECT Act is applicable, you are entitled to exercise the cooling off rights set out in section 44 (read with section 42) of the ECT Act.