

## **Terms and conditions for using our Electronic Media (the/these terms) of the Financial Planning Institute of Southern Africa NPC (FPI)**

### **1. Acceptance**

These terms immediately become effective when you access our website, social pages and other electronic media (electronic media) for the first time and constitute a binding agreement between you and FPI, including its subsidiaries and associates.

If you continue to use our electronic media in any way it means you agree that these terms and any update or revision thereof (which we may introduce at any time without notice in our discretion) will govern our respective rights and obligations. If you do not want to be so bound you may not access, use, download, display, copy or distribute any of the content displayed on our electronic media.

A certificate signed by any authorised FPI staff member will be accepted at first sight as proof of content of the current and prior content of these terms

Subscribing to any service or buying of any product or service through our electronic media shall additionally also be subject to the relevant agreement terms of such service and applicable legislation.

### **2. Nature of information displayed on our electronic media**

FPI displays information on its electronic media from time to time as a general value-added service to its members, consumers and the internet community. It is intended for general information purposes and nothing contained therein constitutes an offer or agreement to enter into any transaction, nor does it constitute any guidance, proposal or recommendation to enter into any transaction.

All published information is provided "as is" and should never be treated as professional, financial or investment advice of any kind. FPI recommends that you first consult a financial planner or advisor of your choice and not rely on the information published in our electronic media.

Since third parties may provide content our electronic media may contain views or opinions of the authors that are not necessarily those of FPI or its office holders. We do not have control over third party information and cannot vouch for its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance thereon. Also, any reference to commercial products and services or the providers thereof does not imply any endorsement, recommendation of approval thereof by FPI.

### **3. No unlawful or prohibited use**

You may never use our electronic media in a way that could damage, disable, impair or overburden it or interfere with other persons' use and enjoyment thereof. You may also not obtain or attempt to obtain private and confidential information of any kind that is not intentionally made available through FPI electronic media.

You may not harvest, mine, source or collect in any way information published on FPI electronic media for commercial purposes or, amongst other things, for purposes of phishing or spreading of spam email or malware. FPI specifically records that member detail is published in good faith to allow consumers to engage with them and not for advertising, promotions or unsolicited approaches. Members' personal and biometrical data is furthermore kept confidential in terms of FPI's privacy policy.

We will take legal action against anyone who breaches the terms above without prior notice. You agree to reimburse the legal costs arising therefrom on an attorney and own client scale.

#### 4. Use of communication services

When you engage with us by electronic means you consent to receiving responses in the same way. You agree that all electronic agreements, notices, disclosures and other correspondence sent by FPI electronically shall satisfy a legal requirement that it be in writing and you accept the inherent risks associated with electronic communication in any form.

You agree that electronic records of your communications stored by us will constitute rebuttable proof of the content. Furthermore electronic communication sent to you by us may be regarded as received by you once it enters the information system which is beyond our control.

FPI electronic media may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to communicate with consumers or with a defined group (communication services). You may only use communication services to post, send and receive messages and material that are proper and related to the particular communication service.

By way of example, and not as a limitation, you agree that when using communication services, you will not:

- Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.
- Publish post, upload, distribute or disseminate inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless the communication service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, unsolicited advertising and promotions or chain letters.
- Download or distribute files posted by another user of a communication service that you know, or reasonably should know.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the communication services.
- Violate any code of conduct or guidelines which may be applicable for any particular communication service.

FPI has no obligation to monitor communication services. However, we reserve the right to review materials posted to a communication service and to remove any materials in our sole discretion. We also reserve the right to terminate your access to any or all of the communication services at any time without notice and for any reason whatsoever.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

We do not control or endorse the content, messages or information found in any communication service and, therefore, we specifically disclaim any liability with regard to communication services and any actions resulting from your participation in any communication service.



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Materials uploaded to a communication service may be subject to posted limitations on usage, reproduction and/or dissemination. You are obliged to adhere to such limitations.

Any views or statements made or expressed on FPI electronic media, including but not limited to the communication service, are not necessarily the views of FPI or its office holders.

## **5. Links to other electronic media**

Our electronic media may contain links to other electronic media. We will try to provide links only to reputable media but we can also not be held accountable for the accuracy, completeness or currency of the information provided on other electronic media. Nor can we safeguard you from injury, damages or harm arising from such use. Where you access third party electronic media from our electronic media you do so at your own risk.

You may never establish a hyperlink, deep link, frame, metatag or similar reference (link), whether electronically or otherwise to our website or any subsidiary pages without prior written approval from the head of our information technology department or chief executive officer. We may withhold such permission or only grant it subject to conditions that we consider appropriate.

We will take legal action against anyone who breaches the term above without prior notice. You agree to reimburse the legal costs arising therefrom on an attorney and own client scale.

## **6. Our intellectual property rights**

Our electronic media contains information proprietary to FPI which may not be reproduced or disseminated in whole or in part without our prior written consent. We hold the copyright and other intellectual property rights in all material published on our electronic media, including trademarks, names, logos, service marks, the look and feel, images and other graphics and multimedia works published on or via our electronic media.

Nothing in our media should be construed as granting you a licence or right to use anything published, displayed or referenced therein without our prior written permission. You may not, without our prior written permission, use our intellectual property or the intellectual property of third parties published in our media.

Irrespective of other claims to copyright, you acknowledge that FPI holds copyright on or is licensed to publish all material on our electronic media, whether it constitutes confidential information or not, and that you have no right, title or interest in any such material.

## **7. Termination, suspension and limitation of access**

We may modify, suspend or discontinue our electronic media, temporarily or permanently, without notice. We may also impose limits or conditions on user rights services, features or functions and we may restrict access to parts of or all of the services on the site.

If you register as a user of our electronic media and are assigned a username and password, you are responsible for the security of that username and password. Therefore, you will be responsible for all activities on our electronic media under use of your username and password. You agree to notify us of any breach of security or unauthorised use of your username and password.

## **8. No warranties or representations - limitation of liability**

FPI does not warrant that our electronic media will be error-free or will meet any particular criteria of accuracy, completeness, integrity or reliability of information, availability, performance or quality.

We also do not warrant that any information contained in our electronic media is complete or error-free and you shall not be entitled to place any reliance on the information contained therein for any purpose. Additionally we do not represent that information or files available on our electronic media are free from viruses, destructive materials or harmful data code that may compromise, impede, jeopardise or otherwise cause harm to your electronic hardware, network or software.

We do not have the ability to prevent unlawful activities by unscrupulous persons and you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result of such activities.

Your use of FPI electronic media and the information contained in it is entirely at your own risk. You assume full responsibility for the risk or loss resulting from such use and your reliance on the material and information contained on it.

FPI, its subsidiaries, affiliates and office holders are not liable for any damages whatsoever relating to your use of our electronic media or the information contained therein or your inability to use it. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute and misdemeanour or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. If you access our electronic media and you continue to use it you, by virtue of such use, indemnify us, our subsidiaries, our affiliates and our office holders against such claims.

## **9. Resolving disputes**

Unless otherwise indicated, disputes relating to your use of our electronic media or relating to these terms or (other than where an interdict or urgent relief is sought), will be submitted to and decided by arbitration.

The arbitration will be held at the offices of the Arbitration Foundation of Southern Africa, Sandton, Gauteng, South Africa with only the parties and their representatives present. The arbitration will be governed by the rules of the Arbitration Foundation in terms of South African law and will be heard by an arbitrator appointed by that foundation. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.

Either party may have the award made an order of court of competent jurisdiction. The parties will keep the evidence in the arbitration proceedings and any order made by an arbitrator confidential.

## **10. General**

These terms are governed by and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions. Access to and use of our electronic media anywhere in the world where South African law or the jurisdiction of South African Courts of Law will not be recognised is strictly prohibited.

FPI's performance in terms hereof is subject to existing South African laws and legal process. Nothing contained herein shall prevent FPI from adhering to governmental, court and law enforcement requests relating to your use of our electronic media and the content accessed, downloaded or uploaded by you.

If any one or more of these terms are held to be invalid or unenforceable all other terms shall remain unaffected and continue to be in full force and effect.



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No indulgence, extension of time, waiver of relaxation of any in these terms which we may grant or allow or delay by us to exercise our rights shall be considered as a waiver by us or prevent us from doing so at a later time.

Communications relating to these terms may be sent to [standards@fpi.co.za](mailto:standards@fpi.co.za)