

# Terms & Conditions of use of this Website

## 1. Definitions and purpose of Terms and Conditions for this Website

- 1.1 In these Terms and Conditions the following words and expressions shall have the following meaning:
  - 1.1.1 "**Top Affiliate**", "**we**", "**us**" and "**our**" refers to Top Affiliate cc, registration number 2004/010 2585/23
  - 1.1.2 "**you**", "**your**" or "**yourself**" refers to the person using the Website;
  - 1.1.3 "**Website**" means the collection of web pages located at topaffiliate.co.za (including but not limited to www.liquiditycalculator.co.za; www.activewill.co.za; www.activewill.co.za, www.onlinetools.co.za, www.life-insurance-online.co.za; www.estatepreservationplan.co.za);
  - 1.1.4 "**ECTA**" means the Electronic Communications and Transactions Act 25 of 2002 and all Regulations published thereunder; and
  - 1.1.5 "**electronic communication**" shall have the meaning assigned thereto in the ECTA.
- 1.2. Please read these Terms and Conditions carefully as they govern the use of our Website and any information or services which you may obtain from our Website.
- 1.3. By using our Websites, you are agreeing to accept these Terms and Conditions. If there are any Terms and Conditions which you do not wish to accept you should immediately exit this Website and refrain from making use thereof.
- 1.4. We may, in our sole discretion, choose to update and/or amend these Terms and Conditions from time to time in which case the updated Terms and Conditions will apply to our Website and your use thereof. Please make sure that you visit this page of the Website regularly to familiarise yourself with any updated and/or amended Terms and Conditions.
- 1.5. If you are uncertain and/or do not agree with the Terms and Conditions then you should not accept them. Please note that we will only be able to provide you with the services on the Website in the event that you have accepted these Terms and Conditions by clicking on the "REGISTER", "CONFIRM", "SUBMIT" and/or "ACCEPT" button when downloading the Website and by making use of any services through the Website.
- 1.6. Moreover, by clicking on the "REGISTER", "CONFIRM", "SUBMIT" and/or "ACCEPT" button you consent that we may contact you, or send you promotional material or details, about any of our products or services which we think may be of interest to you.

## 2. Website Downloads

- 2.1 As soon as you have downloaded the Website, finalised your registration and made use of any service on the Website you will be bound to these Terms and Conditions.
- 2.2 The Website may be installed and used on multiple mobile devices for the sole purpose of accessing the available services.
- 2.3 It remains your sole responsibility to ensure that your mobile device is capable of downloading the Website. Although the Website may be downloaded free of charge, you remain solely responsible for paying data-related charges and costs levied by your third-party network service provider when downloading or making use of the Website.
- 2.4 In order to ensure the optimal functioning of the Website we recommend that you make use of a mobile device with Android version 5 and up or iOS version 8 and up. Older versions may experience difficulties or have limited Website usage available.

You must also check software updates regularly as these may contain certain important updates for the functioning of the Website.

- 2.5 It shall be your sole responsibility to delete or remove the Website from your mobile device if you transfer or sell such device to a third person and we will not be held liable for any loss or damages incurred should you fail to do so.

### **3. Website Content**

- 3.1. Information contained on this Website is intended to serve as general information on the chosen subject(s) only and not as an exhaustive treatment of those subjects.
- 3.2. Unless expressly indicated to the contrary, calculations and/or prices displayed on this Website are approximations only and are intended as guidelines.
- 3.3. Subscribing to any service or buying any product through this Website is, in addition to these Terms and Conditions, subject to such relevant service's and/or product's specific terms and conditions as well as applicable legislation.
- 3.4. Links to third party Websites are provided for convenience only and may be discontinued at any time. The fact that Top Affiliate provides a link to a third-party Website does not mean that we endorse, authorise or sponsor that Website nor that Top Affiliate is affiliated to such Website's owners or sponsors.
- 3.5. The information provided on this Website is not, nor must you regard it as, financial, legal, health, tax or investment advice. Before making any decision or taking any action based on any information displayed on this Website it is recommended that you first seek appropriate professional advice.

### **4. Use of Website**

- 4.1. Unless expressly indicated to the contrary, all information, products and/or services displayed on, or accessed through, this Website is for your personal and non-commercial use only.
- 4.2. You may not use our Website or any of the products or services that we offer:
  - 4.2.1. for harmful purposes (such as causing annoyance, inconvenience, harassment or anxiety to others);
  - 4.2.2. for unlawful or illegal purposes (such as exploitation or purposes that may create a privacy or security risk to any person);
  - 4.2.3. to disclose, share or publish any material that may be offensive, defamatory, may violate or infringe the rights of others, is false, misleading, obscene, indecent, pornographic, discriminatory, oppressive, racist, sexist, bigoted, abusive and/or threatening, constitutes hate speech or contains foul, threatening or offensive language, promotes any harm or illegal activities or which may have the effect of causing embarrassment or injury to us;
  - 4.2.4. for the purpose of impersonating any person;
  - 4.2.5. to collect or obtain any personal information about other users; or
  - 4.2.6. to create, store or send any unsolicited communications to any person.
- 4.3. TopAffiliate reserves the right to, within its reasonable discretion, terminate and/or limit your access to the Website at any time.
- 4.4. All services, listed on the Website are available for use by Registered User. Non Registered Users will only be allowed to use the "PRODUCT SUMMARY", "REQUEST A QUOTE", "SEND ME A PROPOSAL" and/or "PLEASE CONTACT ME" services.
- 4.5. We hereby confirm that the Website makes use of third-party service providers (i.e., Google Play Store & OneSignal) for

operating purposes. On account of the aforementioned, you undertake to familiarise yourself with the electronic “terms of use” of these said third party service providers and agree to adhere thereto at all times and to the fullest extent that same applies to you via your use of the Website.

- 4.6 Unless expressly indicated to the contrary, calculations and/or prices displayed on the Website are approximations only and are intended as guidelines.
- 4.7 Subscribing to any service or buying any product via the Website is, in addition to these Terms and Conditions, subject to such relevant service’s and/or products specific terms and conditions as well as applicable legislation.
- 4.8 Information contained on the Website is of a general nature and is not intended to be specific advice or an exhaustive review of any subject. It cannot be construed that by using the website you are receiving legal advice or advice of any kind. Top Affiliate will not be liable for any inaccuracy, error, or non-compliance with the provisions of, or formalities set out in relevant legislation, caused by or originating from the User.

## **5. Electronic Communication**

- 5.1. By using our Website, you agree to receive communications from us electronically and accept all risks associated therewith.
- 5.2. If you send any information to us electronically you agree that we can act on, and rely on, such information. The onus rests on you to ensure that we do receive all electronic information that you send to us.
- 5.3. If we need to send you any agreements, notices or other communications you agree that we may send same electronically and you furthermore agree that such agreements, notices or other communications will constitute communications in writing.
- 5.4. By using our Website and submitting information to us electronically you agree to us having the right to store such information.
- 5.5. Although we take great care to protect information received from you electronically, we cannot guarantee the safety and privacy of such information and you are accordingly advised that all information sent to us electronically is done so entirely at your own risk.
- 5.6. Electronic communication sent to us shall only be regarded as received if and when we acknowledge receipt of same in writing. If any electronic communication sent to us is blocked, filtered and/or destroyed by our content filtering and virus checking systems we shall not be regarded as having received such electronic communication.
- 5.7. By using this Website, you agree that we may intercept, block, filter, read, delete, disclose and use all communications that you send to us electronically, subject to the provisions of the Interception of Communications Act, 70 of 2002.
- 5.8. By accepting the Website Terms and Conditions and by downloading the Website, you agree to receive Push Notifications and sms notifications to your mobile device (even if you aren’t logged into the Website) that provide you with related information, product information / updates, promotional communication or any other related messages.

## **6. Offer to do business**

- 6.1. Unless expressly indicated to the contrary, nothing on this Website shall constitute an offer for the sale or provision of any service or product.
- 6.2. If you choose to use the information displayed on this Website to subscribe for or purchase any service or product from the Website your request to do so shall be regarded as an offer to do business with us which offer in turn may, in our sole discretion, be accepted or rejected. No acceptance of an offer from you to purchase a product or subscribe for a service will be valid and binding on us unless confirmed, in writing, by a duly authorised representative of the relevant product supplier.

## **7. Full Disclosure**

- 7.1. You warrant that all the information you provide to us via this Website is true, accurate, current and correct and you undertake to update such information as and when required.
- 7.2. You acknowledge that any untrue, inaccurate and/or misleading information supplied to us via this Website may lead to the cancellation or suspension of the relevant service(s) and/or product(s).

## **8. Privacy Policy**

- 8.1 Your privacy is important to Top Affiliate and all personal information that you submit to us via this Website will be treated in accordance with our privacy policy (available on each of the Websites).
- 8.2 Top Affiliate and its third-party service providers use cookies, web beacons and similar tracking technologies on our web sites to track the actions you take on the site including, as a result of linking through to the site from an advert, to remarket to you based on those actions. We collect certain aggregate and non-personal information through a variety of technologies when you visit this web site. It tells us such things as how many users visited our site and the pages accessed. By collecting this information, we learn how to best tailor our web site to our visitors.

## **9 . No Warranties**

- 9.1. Whilst we take great care to ensure that the information published on this Website is correct, complete, accurate and up-to-date we do not provide any warranties in respect of such information and we are not responsible for any inaccuracies or errors contained in such information.
- 9.2. This Website and all information, content, tools and materials contained thereon, or linked thereto, is provided on an "as is" and "as available" basis. We may, in our sole discretion, at any time, suspend or terminate the operation of the Website or any of the products or services provided in terms of this Website, without prior notice. We may also at any time discontinue or disable certain parts of the services available through this Website for the purposes of maintenance or upgrades or other causes beyond our control.
- 9.3. We do not guarantee that this Website, the information, content, tools or materials included on the Website, our servers or any electronic communication sent by us is free from viruses or other damaging components.
- 9.4. We will not be liable for any damages of whatsoever nature arising from your use of this Website or from any information, content, tools or materials included on, or otherwise made available, through this Website including direct, incidental, punitive and/or consequential damages.
- 9.5. We are not responsible for any error or delay that may arise as a result of you being unable to access the Website or related services due to error on your mobile device, software or third-party service provider.
- 9.6. Whilst we will at all times use our best efforts to ensure that our Website operates in the manner that it was designed, we cannot warrant that the related services are compatible, or will operate, with your mobile device or any software/hardware that you have on your mobile device.
- 9.7. We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of our Website or as to the accuracy, completeness or reliability of any information obtained from this App.
- 9.8. We also make no warranty or representation, whether express or implied, that the products, information or files available on this

Website are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.

9.9 We accept no responsibility for any errors or omissions on our Website.

## **10. Intellectual Property Rights**

- 10.1. All content made available on this Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to Top Affiliate and is protected by South-African copyright laws.
- 10.2. Except if expressly permitted in terms of these Terms and Conditions or another written agreement with Top Affiliate, no portion of this Website may be copied or transmitted via any means whatsoever.
- 10.3. Any unauthorised use, alteration or dissemination of the information or content on this Website is prohibited.
- 10.4. Nothing on this Website should be regarded as granting any license or right to use any Top Affiliate (and associate Website) trademark without our prior written permission.
- 10.5. Top Affiliate does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off this Website. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

## **11. No Liability**

- 11.1. By using our Website, you agree to indemnify us, our shareholders, employees, suppliers, group companies, contractors, consultants, network operators, partners, affiliates and agents in respect of any claims, costs (including legal costs), expenses, loss, liabilities, damages (whether direct or indirect damages), demands, actions or other legal proceedings arising from or as a result of:
  - 11.1.1. accessing our Website or any third-party Website;
  - 11.1.2. your inability to access our Website or any third-party Website;
  - 11.1.3. any decisions that you make based on the information published on our Website;
  - 11.1.4. your use of our Website or any tools contained on our Website or your reliance on any information on the Website;
  - 11.1.5. the submission by you of any personal information on the Website or the sending of any personal information by you to us or by us to you;
  - 11.1.6. any steps that we take on your behalf, where you asked or instructed us to do so;
  - 11.1.7. any errors or inaccuracies contained in any information that you have provided to us, or contained in any information published on our Website;
  - 11.1.8. the use by any third party of our Website, using your Website access details (username and password);
  - 11.1.11. the breach of any intellectual property rights arising from your use of our Website;
  - 11.1.11. any interruption, delayed or failed transmission experienced in using our Website;
  - 11.1.11. any viruses that may corrupt your computer or system as a result of your use of our Website; or

11.1.12. your failure to abide by these Terms and Conditions.

## **12. Electronic Scams**

- 12.1. If you receive an unsolicited email that appears to be from Top Affiliate and any of the Websites that requests you to provide personal information (e.g., your credit card number, banking details etc.) or that asks you to verify or confirm your personal information by clicking on a link, it is most likely that such email was sent by an unauthorised third party trying to scam you.
- 12.2. Top Affiliate or any of the Websites will never ask for this type of information in an unsolicited email and we strongly recommend that you **do not** respond to these emails nor click on any such links.

## **13. Jurisdiction and Applicable Law**

By accessing and using this Website you agree that the laws of the Republic of South Africa will govern these Terms and Conditions and you consent to the exclusive jurisdiction of the North- Gauteng High Court in respect of any dispute which may arise from these Terms and Conditions or your use of the Website.