

## **UBUNCWANE TERMS AND CONDITIONS**

In these Terms of use ('Terms') we refer to:

1. Ubuncwane Co-operative as 'we', 'our' or 'us';
2. Our website applications as 'Site';
3. Any person accessing this Site as 'you' or 'your'
4. The process of application and acceptance as 'process'
5. The conditions of the POPI Act as 'privacy policy'

## **TERMS and CONDITIONS**

### **1. Terms:**

The member's use of this Site is subject to these terms and by accessing the Site you agree to be bound by them. Our products and services, including the services offered by the service providers, are subject to separate terms and conditions which govern their provision and use and each service provider are obliged to provide you with their terms and conditions.

We may change these terms for Ubuncwane at any time without notice by updating this posting and by continuing to access this Site you accept such changes.

### **2. Use and Access of the site:**

The information held on this Site is for your personal, non-commercial use only. You may not transmit, modify, copy, or make commercial use of the Site or any part of it without our prior permission.

You may download and/or print out all or part of the Site for your own personal, non-commercial use.

While we try to ensure that access to the Site is always available, from time to time. We may modify, suspend, or discontinue, temporarily or permanently, the Site or any part of it, without notice. You acknowledge and accept that the Site or any part of it may not be available at all times.

### **2.1 Administrative Process on Application**

Online application may be completed, alternatively the application may be downloaded (populated), completed and submitted to [admin@ubuncwane.com](mailto:admin@ubuncwane.com)

Supporting documentation as requested on the application will include full FICA (as we charge a membership fee)

Please submit an abbreviated CV as the same due diligence as we expect from the service providers will be done on the financial advisor.

The objective of the Co-Operative is to stay exclusive and the right of acceptance is reserved.

Once the application form is received;

- [admin@ubuncwane.com](mailto:admin@ubuncwane.com) will review the information and send the new member an acceptance letter provided their membership is approved or declined. No reason will have to be provided for refusal, however Ubuncwane pledge that their decision will be based on merit, and not on race, creed, political, religious, or other non-committal reason.
- The acceptance letter (if approved) will include the invoice for registration. [Admin@ubuncwane.com](mailto:Admin@ubuncwane.com) will continue to correspond with the applicant until all supporting documentation have been submitted.

Monthly membership:

Monthly membership will only start in the month following approval and acceptance. Initially all members will be invoiced every month until such time that we offer debit order facilities, in which instance the option to switch the recurring monthly fee to a debit order facility, will be offered. It will always remain the member's choice to do an EFT or debit order and changes to the Invoicing detail will only be accepted if requested in writing to [admin@ubuncwane.com](mailto:admin@ubuncwane.com)

Please note: No payment, no support service provided.

### **3. No Advice**

Nothing contained on the Site constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. The purpose of the Site is to describe the Value Proposition and benefits and no information will be saved on the Site or otherwise except with the specific authorization of the product provider. You should obtain professional advice before making any decision based on any independent information on this Site.

### **4. Intellectual Property rights:**

Unless otherwise provided, we are the owner or licensee of all copyright, trademarks and other intellectual property rights in and to the Site as well as any CRM system which might be developed for Ubuncwane exclusive use. We do not grant you any licence or right to use

any of our trademarks or other intellectual property including the concept on this Site by virtue of your use of or access to the Site.

## **5. Third-Party Websites and material**

Where we provide hypertext links to third-party internet websites (service providers), such links are not an endorsement by us of any products or services in such websites and we have not verified the truth or accuracy of any content of such websites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such websites.

This Site may also contain material provided by third parties and we accept no responsibility or liability for the accuracy of such material.

You are not permitted to link any other website to this Site without obtaining our prior written consent and where we do provide consent, subject to any conditions that we may impose.

## **6. Sharing content and social networks**

Certain pages on the Site allow you to share content via your profile on various social networks and other shared content platforms. When you share content in this manner you also become subject to terms, conditions, and policies of those third parties. Please obtain professional advice and permission before any information is used.

## **7. Privacy**

You may access most areas of the Site without registering your details with us and without us recording any of your personal information; however, the application form generated on the system require you to register. If you download and submit your application to [admin@ubuncwane.com](mailto:admin@ubuncwane.com), no information will be captured on the site. If you submit an application, you are indicating that you have read our **Privacy policy** and are willing for us to deal with your data as set out in that policy.

## **8. Internet Communication**

We reserve the right to monitor all internet communications, including web, social media and email traffic into and out of our domains for the purposes of security, ensuring compliance with these Terms and detecting fraud and other crimes.

## **9. Limits to our responsibility**

Although we have taken all reasonable care to ensure that the information provided on this Site is accurate, we give no warranties about the accuracy, timeliness, or completeness of

any information. We take no responsibility for any information or accuracy of information provided by our service providers although due care and diligence will be exercised to pre-qualify them,

We accept no liability arising out of, or in connection with your use or inability to use the Site, or in connection with any error, omission, defect, computer virus or system failure, or in connection with the access of, use of, performance of, browsing in or linking to other websites from this Site.

#### **10. Certificates**

A certificate provided by the administrator maintaining our digital content is sufficient evidence of the version of the content as at a stated date and time.

#### **11. Governing law**

The laws of South Africa govern these Terms and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Site.

#### **12. General Provisions**

If we do not always use all our rights it does not mean that we have given them up.

You accept that we use cookies (text files containing small amounts of information which your computer or mobile device downloads when you visit a website) on this Site. For further information about cookies please see our Cookies policy.