

Terms of Use (website, email & messaging)

Effective Date: 1 September 2018

Welcome.

Wealth Planners (Pty) Ltd is an FSCA licensed independent financial planning practice registered as a financial services provider (FSP) number 37933 and has been mindfully partnering with clients since 2009.

The terms of use set out below apply to the Wealth Planners website as well as email and messaging. Please read these terms of use before using the website, or communicating via email or messaging.

Jurisdiction & applicable law

Your use of the website, or communications via email or messaging, and the content appearing therein is governed and interpreted in accordance with the laws of the Republic of South Africa. Your engagement will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Cape of Good Hope Provincial Division). All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

Acceptance

By using the website, or communicating via email or messaging, you shall be deemed to have accepted the terms of use unconditionally. If you do not agree to the terms of use, or think they are unreasonable, then you must not use the website, or communicate via email or messaging.

Intellectual property rights

The content of the website, emails and messages, including any content, information, software, icons, text, links, graphics, layouts, designs, images, sound clips, hyperlinks, trade names, logos, trademarks and service marks are protected against infringement by local and international legislation and treaties, including - but not limited to - copyright and trademark law, and are owned by or licensed to Wealth Planners. No license to or right in any of such content is granted to or conferred upon you, without Wealth Planners' (or the licensor's) prior written consent. Any unauthorised use, distribution, modification, transmission or reproduction of the content is prohibited.

Disclaimer

While Wealth Planners takes reasonable measures to ensure that the content of the website, emails or messages are accurate and complete, it makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the website, or communications via email or messaging; or as

to the accuracy, completeness or reliability of any content on the website, emails or messages.

Wealth Planners does not accept any responsibility for any errors or omissions on the website, emails or messages.

In addition, Wealth Planners makes no representations or warranties, whether express or implied, that the information or files available on the website, emails or messages are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept the risks inherent in electronic communication in whatever form.

Electronic transactions, communications, and records

When you communicate with Wealth Planners by electronic communication provided or as may be directed on the website, you consent to receiving responses to your communications by electronic communication addressed to you by Wealth Planners.

You consent to Wealth Planners acting on the information communicated to it electronically. You are responsible to ensure that Wealth Planners has received the information communicated electronically.

You acknowledge and consent that Wealth Planners, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Wealth Planners will constitute rebuttable proof (it may be challenged) of the content of the records.

Limitation of liability

Wealth Planners will not be liable to you, and you hereby indemnify Wealth Planners, in relation to the content, use or reliance upon the website, emails, or messages, (or linked third-party websites), or any associated unlawful activity caused beyond its reasonable control for any loss incurred or claim made or damage suffered (whether direct, indirect, incidental, special, or consequential).

Indemnity

You agree to indemnify and hold harmless Wealth Planners and its respective directors, officers, employees, agents, licensors, suppliers, and any third-party information providers from and against all losses and expenses, resulting from any failure to adhere to these terms of use by you.

Please read these terms of use as they apply to the website.

Nothing on the website is intended as financial advice, but merely as information. Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website may be approximations and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as Wealth Planners will not be liable for any inaccuracy in the calculations.

The fact that Wealth Planners may provide a link to a third-party website does not necessarily mean that it endorses, authorises, or sponsors that website, or that it is affiliated to that website's owners or sponsors. Wealth Planners shall not be responsible or liable for any content displayed on any third-party website.

Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the website are for your personal and non-commercial use only.

You may not -

- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, offensive, have speech, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Wealth Planners' image or impair its ability to do business;
- Use the website (or any device, software or other instrumentality) in a manner that could damage, disable, overburden, or impair any Wealth Planners server (computer), or network connected to any Wealth Planners' server, or interfere with any other party's use of the website;
- Use any robot, spider, other automatic device, or manual process to monitor or copy the webpages of the website or the content therein;
- Interfere with any content displayed on the website or attempt or gain unauthorised access (without Wealth Planners' written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Wealth Planners server or any other part of the Wealth Planners information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the website or to gain access to information or any part of the Wealth Planners information system to which you are not authorised, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a hyperlink, deep-link, frame, metatag or similar reference from another website to the website or any of its webpages;

without Wealth Planners' prior written consent, which may be withheld or granted subject to such conditions Wealth Planners may specify from time to time.

To obtain Wealth Planners' consent as provided for in these terms of use, please address the request to info@wealthplanners.co.za.

Data Protection Policy

The protection of your personal data is important to Wealth Planners. Personal data transmitted to Wealth Planners will be treated in accordance with the Data Protection Policy of Wealth Planners. Wealth Planners shall be entitled to disclose personal data, if required to do so to comply with applicable laws or with legal process served on Wealth Planners.

You should be aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g. customised delivery of information) available on some websites.

Please read these terms of use as they apply to email and messaging.

The content of an email (or message) – which may include one or more attachments – is strictly confidential, and is intended solely for the use of the named recipient(s). If you have received an email (or message) in error, you are not permitted to disclose, copy, distribute or retain it – you are requested to notify the sender immediately by return email (or message) and then delete it.

The email addresses of Wealth Planners' email users that appear on email may not be used or sold or otherwise made available to others for marketing purposes.

Email transmissions (or messaging) cannot be guaranteed to be secure or error-free; information could arrive late or contain viruses, or be incomplete, intercepted, corrupted, lost, or destroyed. It is the responsibility of the named recipient(s) to ensure that an email (or message) is virus-free. Wealth Planners does not accept any liability for any errors or omissions in the content of an email (or message) or for any loss or damage caused by any virus or other malware transmitted by an email (or message).

Wealth Planners does not endorse any conclusion, data or other content contained in an email (or message) which is unrelated to its official business, and furthermore accepts no liability in respect of the unauthorised use of the email (or messaging) facility or the sending of an email (or message) for other than strictly business purposes. If an email (or message) is used for any other purpose, the views expressed are those of the sender and not Wealth Planners.

Wealth Planners reserves the right to access, block, monitor and intercept emails addressed to a Wealth Planners mailbox, in accordance with the policies of Wealth Planners, as they apply from time to time.

Unenforceable provisions

If any provision of the terms of use is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions.

Changes to the terms of use

The terms of use may be updated or amended from time to time, without any notice, and you are encouraged to check the terms of use regularly. Any such change will only apply to the website, email or messaging after the change is published. If you use the website, or communications via email or messaging after such updated or amended terms of use have been published, you will be deemed to have accepted such updates or amendments.

Get in touch

Please address any comments, disputes or inaccuracies with the website, email, or messaging to info@wealthplanners.co.za.

If you have read to this point, well done!