



DUEPOINT WEBSITE TERMS OF USE

General

Your voluntary use of the Constantia Insurance Company Ltd's website ("the website") and its various services are subject to certain Terms and Conditions which are detailed hereunder. By accessing and using the website you acknowledge and agree to be bound by the Terms and Conditions set out herein.

The website is not intended for the use by any persons under the age of 18 and by entering the website you thereby declare that you are over the age of 18.

Constantia Insurance Company Ltd ("Constantia") may make amendments / changes to the website, the products (and their associated terms and conditions), the various services, the information described and to these Terms and Conditions, at any time without notice.

Should there be any difference or discrepancy between the information on the website and the information contained in Constantia's Wealth Engineer's Code of Conduct, the latter shall be applied and take precedence.

Any changes shall take immediate effect upon posting to the website. By accessing the website the user is bound by the version of the Terms and Conditions published at the time of the visit and Constantia makes no commitments to update the website and may discontinue any part thereof at its own discretion.

Requests for further information, quotations or product prices

Submitting a request via this website may result in a telephone call from one of our consultants. Kindly treat our consultants who will place the call to you with respect. They are completely committed to providing you with a friendly and quality service.

In accordance with the Consumer Protection Act, No. 68 of 2008, we advise our visitors about "The DMA Don't Contact Me Database". To add your details to this database - SMS "DMA", followed by your ID number (this is essential), to 31484. Standard SMS rates apply. Registering on this database will prohibit members of the DMA (Direct Marketing Association of South Africa) from contacting you. Standard SMS rates apply.

DuePoint, a division of Constantia Insurance Company Limited.

Address: 2 Payne Road, Corner Main Office Park, Bryanston, Johannesburg, 2091

Directors: SR Bruyns, RL Shaw, G Toet, LE Louw

Non-executive directors: TJ Fearnhead, DP Mthimunye-Hluyo, J Mahlangu, TC Moodley

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Indemnity by user

Constantia shall endeavour, as far as is practicable, to maintain the availability and accessibility of the website. However, Constantia takes no responsibility for and will not be liable for the website being temporarily unavailable or inaccessible for any reason.

You agree to defend, indemnify and hold Constantia, its officers, directors, members, employees, agents, licensors and suppliers harmless from and against the following which includes (but is not limited to) any claims, damages, actions, losses or liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages and any reasonable legal and/or accounting fees resulting from inter alia (i) the access to, the use of, or browsing of the website (ii) downloading of any materials, data, text, images, video or audio from this Website, and/or (iii) viruses, bugs, software/program malfunctions, errors, failures, delays in computer transmissions or network connections.

No Warranty

The website has not been constructed, compiled or supplied to suit the needs of any particular user or user group. The user is under an obligation prior to making use of any of the website's services or information, to satisfy him or herself that it meets their particular needs, requests or requirements.

The website is provided to the public as a whole and the information contained therein is provided without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of reliability, fitness for any particular purpose and/or freedom from errors and inaccuracies.

Constantia will make all reasonable efforts to ensure that all material and information on this site is accurate and up to date but cannot guarantee the correctness or completeness thereof.

All information and materials contained in this website are provided to you "as is". The website and all its information and services should not be treated as professional, financial or investment advice of any kind.

Applicable and Governing Laws

These Terms and Conditions will be exclusively governed by and interpreted in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute.

Intellectual Property Rights

This site contains copyright and other intellectual property including wording, logos and other graphics and multimedia works that are the property of or licensed to Constantia.

You may only use this website to browse the content, enter legitimate information and shall not use this site for any other purposes, including without limitation, to enter any, false or fraudulent information. This site and the content provided in this site may not be copied, reproduced,

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Unauthorized use of this website and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

The user is authorised to view and download a copy to a local hard drive or disk, print and make copies of such printouts, provided that:

- The material is used for personal and non-commercial purposes.
- Any reproduction of our proprietary material from this site or a portion of it, must acknowledge Constantia as the source of the material and Constantia's contact details must be reflected accordingly.

Nothing on this site should be construed as granting any license or right to use any trademark, copyright or wording without Constantia's prior written permission and/or that of relevant third parties as the case may be.

The user may not, without Constantia's prior written permission, use or plagiarise Constantia's intellectual property (or anything that might be construed as Constantia's intellectual property) or that of any third parties for any purposes whatsoever.

Monitoring

Constantia has the right, but not the obligation, to monitor any activity and content associated with the website. Constantia may investigate any reported violation of these Terms and Conditions or complaints and take any action that it may deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the website).

Cookie Tracking

The website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the website, and understanding how visitors use the website. Cookies can also help customize the website for visitors. 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. Aggregate cookie and tracking information may be shared with third parties.

Third party links

Any third party links are not under the control of Constantia. Consequently, Constantia is not responsible for the contents of such third party links. Constantia makes no representation or warranties as to the truth or accuracy of information found on such third party links nor does Constantia necessarily agree with, edit or sponsor any of the content of such third party links.

Use of Constantia's social media communication platforms

Users may participate in discussions, contribute to a discussion forum and blog or other social media communication platforms associated with the website.

By participating, you agree that the liability for such content rests with you as the originating user. Constantia does not control, monitor nor enforce editorial control over such content. Constantia does however retain the right but not the obligation to remove any material from any such forums, blogs, or social media platforms which it deems inappropriate, is illegal, of an infringing nature, or is the subject of a complaint.

Users hereby license Constantia to publish, use, sub-license, distribute, amend, update and store any and all material posted to the forum, blog or other social media communication platform; Constantia shall not be liable for any damage, loss, liability and/or harm incurred by any person if such harm to the user or third party results from a user's posting to such platforms; Constantia does not necessarily endorse, encourage or agree with comments, opinions, or statements posted on such platforms. Any content posted including advice and opinions are the views and responsibility of those who post the statements and do not necessarily represent the views of Constantia.

Users waive all moral rights that may attach to material posted to such platforms.

Privacy Policy

Constantia respects your privacy and the confidential nature of your personal information.

In terms of the Protection of Personal Information Act you are notified that the information provided and obtained through your use of this website will be held and processed by Constantia, its fellow subsidiaries, its parent company or any other associated entities.

When submitting any personal information, the information that we receive from you will be used only for the purpose for which the information is requested and to enable PME to comply with its obligations or to comply with any legal requirement.

By submitting your information you authorise Constantia, its fellow subsidiaries, its parent company or any other associated entities to use your personal information for current and future marketing campaigns, initiatives and programs allowing us to communicate with you about new products and services as they develop.

Constantia will never disclose your personal information to any other company or organisation unless we are required to do so by law or where it is in the public interest that such disclosure is necessary or where you have expressly authorised us to do so.

The contents of this Privacy Policy may at any time be altered without notice of such change. If you have any questions regarding the above, please communicate with us at info@duepoint.net.

Electronic communication

When you visit the website or send e-mails to the website, you are communicating with Constantia electronically. You consent to receive communications from Constantia electronically. We will communicate with you by e-mail, sms or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that Constantia provides to you electronically satisfy any legal requirement that such communications be in writing.

Constantia information and website compliance

The following contains further information on Constantia and represents the information that must be provided by Constantia to you in compliance with Section 43 of the South African Electronic Communications and Transactions Act. You are advised to regularly check this section of the Website Legal Notice for any amendments or updates.

Full name

Constantia Insurance Company Limited

Constantia's physical address and telephone number

2 Payne Road
Corner Main Office Park
Bryanston
2021

+27 (0) 10 020 4500

Constantia's website address and e-mail contact address

www.duepoint.net
info@duepoint.net

Membership of any self-regulatory or accreditation bodies to which Constantia belongs or subscribes to

- Direct Marketing Association of South Africa
- South African Insurance Association
- Registered Financial Services Provider with the Financial Services Board under FSP43511

Code of conduct to which Constantia subscribes and how that code of conduct may be assessed electronically

Direct Marketing Association Code of Conduct

www.dmasa.org

FAIS General Code of Conduct

www.fsb.co.za

The registration number of Constantia

1952/001514/06

The place of registration

South Africa

The physical address where Constantia will receive legal service of documents

2 Payne Road
Corner Main Office Park
Bryanston
2021

Alternative Dispute Resolution Code

Without any restriction of your rights to pursue legal recourse in the form of your choice, you agree that in the event of a dispute or alleged breach of the terms hereof you will work together with Constantia in good faith to resolve the matter internally by escalating it to higher levels of management first. Where an amicable solution cannot be reached through the internal processes, you will have the right to escalate the matter to the legal forum of your choice.

Description of the main characteristics of the services offered by Constantia

Constantia is a licenced Insurer. Constantia is a licensed Financial Services Provider. Refer to the main website – Compliance Policy for more information.

Electronic Transactions – additional terms of service

Information on the manner in which transaction records may be accessed

All calls are recorded and may be made available on your request at:

+27 (0) 10 020 4500

compliance@duepoint.co.za