

Welcome to the first step in applying for Corporate Finance. Please complete the below application form and return to info@emerge-group.co.za together with supporting documents.

### **Personal Particulars**

Full Name(s):	<input type="text"/>	Surname:	<input type="text"/>
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	Identity Number:	<input type="text"/>
Email Address:	<input type="text"/>	Cell Number:	<input type="text"/>
Residential Address:	<input type="text"/>		
	Area Code:	<input type="text"/>	
Marital Status:	<input type="checkbox"/> Unmarried <input type="checkbox"/> Married - COP <input type="checkbox"/> Married - ANC <input type="checkbox"/> Other	Occupation:	<input type="text"/>
		Duration of Occupation:	<input type="text"/>

### **Spouse Particulars**

Full Name(s):	<input type="text"/>	Surname:	<input type="text"/>
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	Identity Number:	<input type="text"/>
Cell Number:	<input type="text"/>		
Occupation:	<input type="text"/>	Nett Monthly Income:	<input type="text"/>

### **Business Particulars**

Company Name:	<input type="text"/>		
Registration Nr:	<input type="text"/>	Business Nature:	<input type="text"/>
Phone Number:	<input type="text"/>	Business Email:	<input type="text"/>

Business Address:

Area Code: <input style="width: 200px; height: 20px;" type="text"/>

Business Monthly Income (Average):

Business Monthly Expenses (Average):

Fixed Property Value:

Bond Value:

**Insurance Particulars**

Insurance Company:

Policy Number:

Insured Amount:

Monthly Premium:

**Credit Particulars**

Purpose of Loan:

Requied Amount:

Repayment Period:

Guarantor Details:

Required Documents: 3 Months Company Bank Statements

Insurance Policy Printouts

Business Balance Sheet

Mortgage Bond Statement

Completion and submission of the application form does in no way or form guaranty the approval thereof. All applications are subject to approval. By signing the below I confirm that I have read and agreed to the Privacy Policy and Terms & Conditions.

Signature:

Date:

*Emerge Group*

*Reg Nr: 2015/276992/07*

*NCRP12296*

# Privacy Policy

Last updated: February 03, 2020

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

This important document explains how the following Emerge Group Divisions will process your personal information:

**Emerge Advisory**

**Emerge Corporate Finance**

**Emerge BBB-EE**

**Emerge ICT**

**Emerge Tax**

**Emerge Audit**

**Interpretation and Definitions**

**Interpretation**

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions**

For the purposes of this Privacy Policy:

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Emerge Group, 58 Marshall Street Marshalltown Johannesburg.

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Website** refers to Emerge Group, accessible from <https://www.emerge-group.co.za/>
- **Service** refers to the Website.
- **Country** refers to: South Africa
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- **Third-party Social Media Service** refers to any website or any social network website through which a User can log in or create an account to use the Service.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

#### Contents:

1. WHAT IS PERSONAL INFORMATION?
2. WHEN WILL WE PROCESS YOUR PERSONAL INFORMATION?
3. WHAT IS SPECIAL PERSONAL INFORMATION?
4. WHEN WILL WE PROCESS YOUR SPECIAL PERSONAL INFORMATION?
5. WHEN AND HOW WILL WE PROCESS THE PERSONAL INFORMATION OF CHILDREN?
6. WHEN AND FROM WHERE WE OBTAIN PERSONAL INFORMATION ABOUT YOU
7. REASONS WE NEED TO PROCESS YOUR PERSONAL INFORMATION
8. HOW WE USE YOUR PERSONAL INFORMATION FOR MARKETING
9. WHEN WILL WE USE YOUR PERSONAL INFORMATION TO MAKE AUTOMATED DECISIONS ABOUT YOU?
10. WHEN, HOW AND WITH WHOM WE SHARE YOUR PERSONAL INFORMATION?
11. WHEN AND HOW WE SHARE YOUR PERSONAL INFORMATION WITH CREDIT BUREAUX?
12. UNDER WHAT CIRCUMSTANCES WILL WE TRANSFER YOUR INFORMATION TO OTHER COUNTRIES?
13. YOUR DUTIES AND RIGHTS ABOUT THE PERSONAL INFORMATION WE HAVE ABOUT YOU
14. HOW WE SECURE YOUR PERSONAL INFORMATION?
15. HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?
16. OUR COOKIE POLICY
17. HOW WE PROCESS INFORMATION ABOUT PERSONS RELATED TO A JURISTIC PERSON
18. I.E. RELATED PERSONS?
19. INFORMATION WE MAY SHARE WITH OTHER BANKS OR REQUEST FROM OTHER BANKS

## 1. WHAT IS PERSONAL INFORMATION?

Personal information refers to any information that identifies you or specifically relates to you. Personal information includes, but is not limited to, the following information about you:

- your marital status (like married, single, divorced);
- your national origin;
- your age;
- your language; birth; education;
- your financial history (like your income or your buying, investing and banking behaviour based on, amongst others, account transactions);
- your identifying number (like an account number, identity number or passport number);
- your e-mail address; physical address (like residential address, work address or your physical location); telephone number;
- your online identifiers; social media profiles;
- your biometric information (like fingerprints, your signature or voice);
- your race; gender; sex; pregnancy; ethnic origin; social origin; colour; sexual orientation;
- your physical health; mental health; well-being; disability; religion; belief; conscience; culture;
- your medical history (like your HIV / AIDS status); criminal history; employment history;
- your personal views, preferences and opinions;
- your confidential correspondence; and / or
- another's views or opinions about you and your name also constitute your personal information.

Personal information includes special personal information, as explained below.

## 2. WHEN WILL WE PROCESS YOUR PERSONAL INFORMATION?

We will only process your personal information for lawful purposes relating to our business if the following applies:

- if you have consented thereto;
- if a person legally authorised by you, the law or a court, has consented thereto;
- if it is necessary to conclude or perform under a contract we have with you;
- if the law requires or permits it;
- if it is required to protect or pursue your, our or a third party's legitimate interest; and / or o if you are a child, a competent person (like a parent or guardian) has consented thereto.

## 3. WHAT IS SPECIAL PERSONAL INFORMATION?

Special personal information is personal information about the following:

- your religious beliefs;
- your philosophical beliefs (for example where you enter a competition and you are requested to express your philosophical view);

- your race (like where you apply for a product or service where the statistical information must be recorded);
- your ethnic origin;
- your trade union membership;
- your political beliefs;
- your health (like where you apply for an insurance policy);
- your sex life (like where you apply for an insurance policy);
- your biometric information (like to verify your identity); and / or your criminal behaviour and alleged commission of an offence (like to prevent money laundering as required by law or when you apply for employment or enter into a relationship with us).

#### **4. WHEN WILL WE PROCESS YOUR SPECIAL PERSONAL INFORMATION?**

We may process your special personal information in the following circumstances:

- if you have consented to the processing;
- if the processing is needed to create, use or protect a right or obligation in law;
- if the processing is for statistical or research purposes and all legal conditions are met;
- if the special personal information was made public by you;
- if the processing is required by law;
- if racial information is processed, and the processing is required to identify you; and / or
- if health information is processed, and the processing is to determine your insurance risk, or to comply with an insurance policy or to enforce an insurance right or obligation.

#### **5. WHEN AND HOW WE WILL PROCESS THE PERSONAL INFORMATION OF CHILDREN**

A child is a person who is defined as a child by a country's legislation and who has not been recognised as an adult by the courts of a country. We process the personal information of children if the law permits.

We will only process the personal information of children if any one or more of following applies:

- a person who can legally agree has consented to the processing, being a parent or guardian;
- the processing is needed to create, use or protect a right or obligation in law, like where the child is an heir in a will, a beneficiary of a trust, a beneficiary of an insurance policy or an insured person in terms of an insurance policy;
- the child's personal information was made public by the child, with the consent of a person who can legally agree;
- the processing is for statistical or research purposes and all legal conditions are met;
- where the child is an heir in a will, if required to give effect to the will;
- where the child is a beneficiary of a trust, if required to give effect to the trust deed;
- where the child is legally old enough to open a bank account without assistance from their parent or guardian;
- where the child is legally old enough to sign a document as a witness without assistance from their parent or guardian;
- where the child benefits from a bank account like an investment or savings account; and / or

- where the child is an insured person or beneficiary of an insurance policy, if required to give effect to the policy.

## 6. WHEN AND FROM WHERE WE OBTAIN PERSONAL INFORMATION ABOUT YOU

- We collect personal information from you directly.
- We collect information about you based on your use of our products, services or service channels (like our website).
- We collect information about you based on how you engage or interact with us such as on social media, emails, letters, telephone calls, surveys.
- We collect information about you from public sources (like newspapers) and from third parties we interact with for the purposes of conducting our business (like partners, reward partners, list providers, our customer loyalty rewards programmes' retail and online partners or our service providers).

If the law requires us to do so, we will ask for your consent before collecting personal information about you from third parties.

The third parties from whom we may collect your personal information include, but are not limited to, the following:

- members of Emerge Group, any connected companies, subsidiary companies, its associates, cessionaries, delegates, assigns, affiliates or successors in title and / or appointed third parties (like its authorised agents, partners, contractors and suppliers) for any of the purposes identified in this Privacy Policy;
- your spouse, dependents, partners, employer, joint applicant or account holder and other similar sources;
- people you have authorised to share your personal information, like a person that makes a travel booking on your behalf or a medical practitioner for insurance purposes;
- attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
- payment processing services providers, merchants, banks and other persons that assist with the processing of your payment instructions, like card scheme providers;
- insurers, brokers, other financial institutions or other organisations that assist with insurance and
- assurance underwriting, the providing of insurance and assurance policies and products, the
- assessment of insurance and assurance claims and other related purposes;
- law enforcement and fraud prevention agencies and other persons tasked with the prevention and
- prosecution of crime;
- regulatory authorities, industry ombudsman, governmental departments, local and international tax
- authorities;
- credit bureaux;
- trustees, Executors or Curators appointed by a court of law;
- cheque verification service providers;
- our service providers, agents and sub-contractors like couriers and other persons we use to offer
- and provide products and services to you;

- courts of law or tribunals;
- participating partners, whether retail or online, in our customer loyalty reward programmes;
- our joint venture partners; and / or
- marketing list providers.

## 7. REASONS WE NEED TO PROCESS YOUR PERSONAL INFORMATION

We will process your personal information for the following reasons:

- to provide you with products, goods and services;
- to market our products, goods and services to you;
- to respond to your enquiries and complaints;
- to comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfill reporting requirements and information requests;
- to detect, prevent and report theft, fraud, money laundering and other crimes. This may include the
- processing of special personal information, like alleged criminal behaviour or like the supply of false, misleading or dishonest information when opening an account with us or avoiding liability by way of deception;
- to enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you;
- to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services or to determine your credit or insurance risk;
- to develop, test and improve products and services for you;
- for historical, statistical and research purposes, like market segmentation;
- to process payment instruments (like a cheque) and payment instructions (like a debit order);
- to create, manufacture and print payment instruments (like a cheque) and payment devices (like a
- debit card);
- to conduct affordability assessments, credit assessments and credit scoring;
- to develop credit models and credit tools;
- to open, manage and maintain your accounts or relationship with us;
- to disclose and obtain personal information from credit bureaux regarding your credit history;
- to enable us to deliver goods, documents or notices to you;
- for security, identity verification and to check the accuracy of your personal information;
- to communicate with you and carry out your instructions and requests;
- for customer satisfaction surveys, promotional and other competitions;
- insurance and assurance underwriting and administration;
- to process or consider or assess insurance or assurance claims;
- to provide insurance and assurance policies and products and related services;
- to enable you to take part in customer loyalty reward programmes, to determine your qualification
- for participation, earning of reward points, determining your rewards level, monitoring your buying behaviour with our rewards partners to allocate the correct points or inform you of appropriate products, goods and services you may be interested in or to inform our reward partners about your purchasing behaviour;

- to enable you to take part in and make use of value added products and services;
- to assess our lending and insurance risks; and / or
- for any other related purposes.

## **8. HOW WE USE YOUR PERSONAL INFORMATION FOR MARKETING**

- We will use your personal information to market financial, insurance, investments and other related banking products and services to you.
- We may also market non-banking or non-financial products, goods or services to you.
- We will do this in person, by post, telephone, or electronic channels such as SMS, email and fax.
- If you are not our customer, or in any other instances where the law requires, we will only market to you by electronic communications with your consent.
- In all cases you can request us to stop sending marketing communications to you at any time.

## **9. WHEN WILL WE USE YOUR PERSONAL INFORMATION TO MAKE AUTOMATED DECISIONS ABOUT YOU?**

An automated decision is made when your personal information is analysed to make a decision without human intervention in that decision making process. We may use your personal information to make an automated decision as allowed by the law. An example of automated decision making is the approval or decline of a credit application when you apply for an overdraft or credit card or the approval or decline of an insurance claim. You have a right to query any such decisions made and we will provide reasons for the decisions as far as reasonably possible.

## **10. WHEN, HOW AND WITH WHOM WE SHARE YOUR PERSONAL INFORMATION**

In general, we will only share your personal information if any one or more of the following apply:

- if you have consented to this;
- if it is necessary to conclude or perform under a contract we have with you;
- if the law requires it; and / or
- if it's necessary to protect or pursue your, our or a third party's legitimate interests.

Where required, each member of FirstRand Limited may share your personal information with the following persons. These persons have an obligation to keep your personal information secure and confidential:

- other members of Emerge Group , any connected companies, subsidiary companies, its associates, cessionaries, delegates, assigns, affiliates or successors in title and / or appointed third parties (like its authorised agents, partners, contractors and suppliers) for any of the purposes identified in this Privacy Policy;
- our employees as required by their employment conditions;
- attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
- payment processing services providers, merchants, banks and other persons that assist with the processing of your payment instructions, like card scheme providers;
- insurers, brokers, other financial institutions or other organisations that assist with insurance

- and assurance underwriting, the providing of insurance and assurance, the assessment of
- insurance and assurance claims and other related purposes;
- law enforcement and fraud prevention agencies and other persons tasked with the prevention
- and prosecution of crime;
- regulatory authorities, industry ombuds, governmental departments, local and international tax
- authorities and other persons the law requires us to share your personal information with;
- credit bureaux;
- our service providers, agents and sub-contractors like couriers and other persons we use to
- offer and provide products and services to you;
- persons to whom we have ceded our rights or delegated its obligations to under agreements,
- like where a business is sold;
- courts of law or tribunals that require the personal information to adjudicate referrals, actions
- or applications;
- the general public where you submit content to our social media sites like our Facebook page;
- trustees, Executors or Curators appointed by a court of law; cheque verification service providers;
- participating partners in our customer loyalty reward programmes, where you purchase goods,
- products and service or spend loyalty rewards; and / or
- our joint venture and other partners with whom we have concluded business agreements.

## **11. WHEN AND HOW WE OBTAIN AND SHARE YOUR PERSONAL INFORMATION FROM/WITH CREDIT BUREAUX**

We may obtain your personal information from credit bureaux for any one or more of the following reasons:

- if you requested us to do so or agreed that we may do so;
- to verify (check and confirm) your identity;
- to obtain or verify your employment details;
- to obtain and verify your marital status;
- to obtain, verify or update your contact or address details;
- to obtain a credit report about you (which includes your credit history and credit score) when you apply for a credit agreement (like an overdraft) to prevent reckless lending or over-indebtedness;
- to determine your credit risk;
- for debt recovery;
- to trace your whereabouts;
- to update your contact details;
- to conduct research, statistical analysis or system testing;
- to determine the source(s) of your income;
- to build credit scorecards which are used to evaluate credit applications; and / or
- to determine which products and services to promote or to offer to you.

We will share your personal information with the credit bureaux for (among others) any one or more of the following reasons:

- to report the application for a credit agreement;
- to report the opening of a credit agreement;
- to report the termination of a credit agreement;

- to report payment behaviour on a credit agreement; and / or
- to report the non-compliance with a credit agreement like not paying in full or on time.

Please refer to your specific credit agreement with us for further information.

## **12. UNDER WHAT CIRCUMSTANCES WILL WE TRANSFER YOUR INFORMATION TO OTHER COUNTRIES?**

We will only transfer your personal information to third parties in another country in any one or more of the following circumstances:

- where your personal information will be adequately protected under the other country's laws or an agreement with the third party recipient;
- where the transfer is necessary to enter into or perform under a contract with you, or a contract with a third party that is in your interest;
- where you have consented to the transfer; and / or where it is not reasonably practical to obtain your consent, the transfer is in your interest.

This transfer will happen within the requirements and safeguards of the law.

Where possible, the party processing your personal information in the other country will agree to apply the same level of protection as available by law in your country or if the other country's laws provide better protection the other country's laws would be agreed to and applied.

An example of us transferring your personal information to another country is where foreign payments take place if you purchase goods or services in a foreign country.

## **13. YOUR DUTIES AND RIGHTS ABOUT THE PERSONAL INFORMATION WE HAVE ABOUT YOU**

You must provide proof of identity when enforcing the rights below.

You must inform us when your personal information changes.

You have the right to request access to the personal information we have about you by contacting us. This includes requesting:

- confirmation that we hold your personal information;
- a copy or description of the record containing your personal information; and
- the identity or categories of third parties who have had access to your personal information.

We will attend to requests for access to personal information within a reasonable time. You may be required to pay a reasonable fee to receive copies or descriptions of records, or information about third parties. We will inform you of the fee before attending to your request.

Please note that the law may limit your right to access information.

You have the right to request us to correct or delete the personal information we have about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or we are no longer authorised to keep it. You must inform us of your request in writing. It may take up to 15 business days for the change to reflect on our systems. We may request documents from you to verify the change in personal information.

A specific agreement that you have entered into with us may determine how you must change your personal information provided at the time when you entered into the specific agreement. Please adhere to these requirements. If the law requires us to keep the personal information, it will not be deleted upon your request. The deletion of certain personal information may lead to the termination of your business relationship with us.

You may object on reasonable grounds to the processing of your personal information.

We will not be able to give effect to your objection if the processing of your personal information was and is permitted by law; you have provided consent to the processing and our processing done according to your consent or the processing is necessary to conclude or perform under a contract with you.

You must inform us of any objection in writing.

Where you have provided your consent for the processing of your personal information, you may withdraw your consent. If you withdraw your consent, we will explain the consequences to you. We may proceed to process your personal information even if you have withdrawn your consent if the law permits or requires it. It may take up to 15 business days for the change to reflect on our systems, during this time we may still process your personal information.

You have a right to file a complaint with us or any Regulator with jurisdiction about an alleged contravention of the protection of your personal information by us. We will address your complaint as far as possible.

#### **14. HOW WE SECURE YOUR PERSONAL INFORMATION**

We will take appropriate and reasonable technical and organisational steps to protect your personal information according to industry best practices. Our security measures (including physical, technological and procedural safeguards) will be appropriate and reasonable. This includes the following:

- keeping our systems secure (like monitoring access and usage);
- storing our records securely;
- controlling the access to our buildings, systems and/or records; and safely destroying or deleting records.

You can also protect your personal information. Please visit the website of the relevant business you have established a business relationship with for more information.

#### **15. HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?**

- We will keep your personal information for as long as:

- the law requires us to keep it;
- a contract between you and us requires us to keep it;
- you have consented for us keeping it;
- we are required to keep it to achieve the purposes listed in this Privacy Policy;
- we require it for statistical or research purposes;
- a code of conduct requires us to keep it; and / or
- we require it for our lawful business purposes.

Take note: We may keep your personal information even if you no longer have a relationship with us, if the law permits.

## **16. OUR COOKIE POLICY**

A cookie is a small piece of data sent from our websites or applications to your computer or device hard drive or Internet browser where it is saved. The cookie contains information to personalise your experience on our websites or applications and may improve your experience on the websites or applications. The cookie will also identify your device, like the computer or smart phone.

By using our websites or applications you agree that cookies may be forwarded from the relevant website or application to your computer or device. The cookie will enable us to know that you have visited the website or application before and will identify you. We may also use the cookie to prevent fraud.

## **17. HOW WE PROCESS INFORMATION ABOUT PERSONS RELATED TO A JURISTIC PERSON I.E. RELATED PERSONS**

If you are a juristic person (like a company or close corporation), we may collect and use personal information relating to the juristic person's directors, officers, employees, beneficial owners, partners, shareholders, members, authorised signatories, representatives, agents, payers, payees, customers, guarantors, spouses of guarantors, sureties, spouses of sureties, other security providers and other persons related to the juristic person. These are related persons.

If you provide the personal information of a related person to us, you warrant that the related person is aware that you are sharing their personal information with us and that the related person has consented thereto.

We will process the personal information of related persons as stated in this Privacy Policy, thus references to "you" or "your" in this Privacy Policy will include related persons with the necessary amendments.

## **18. INFORMATION WE MAY SHARE WITH OTHER BANKS OR REQUEST FROM OTHER BANKS**

- Another bank may ask us (at the request of that bank's customer or for the bank itself) to provide factual information about your financial position. This is done by issuing what is known as a banker's code.

- These banker's references and codes are usually requested when you wish to establish a relationship with the other bank or when you are applying for a trade account with another bank's customer.
- It is factual information about your financial position which is based on how you managed your transactional account with us. The factual information is provided in the form of a banker's reference and code.
- The banker's references and codes will only be provided with your express, implied or tacit consent.



General terms relating to the use of our website and services

## 1. Introduction

The Terms are the general terms of the relationship between Emerge Group and Visitor. The Terms cover the use of this website, including any other marketing material of Emerge Group and affiliated of subsidiary of the company. By visiting and using this website, each Visitor accepts and agrees to The Terms.

## 2. Definitions and Interpretation

For purposes of the Terms:

Terms means these terms, consisting of:

1 these terms of use; and

2 any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties, (including any that may be applicable to a specific section or module of this website);

The "company" or "we" means Emerge Group, with Reg No. 2015/276992/07; Visitor or you means any person who visits this website and/or uses our products and services.

### Interpretation

A word defined or assigned a meaning in the Terms will start with a capital letter. All headings are inserted for reference purposes only and must not affect the interpretation of the Terms. Whenever 'including' or 'include', or 'excluding' or 'exclude', together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the Terms will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended from time to time. A reference to a person includes a natural and juristic person and a reference to either party includes the party's successors or permitted assigns. Unless otherwise stated in the Terms, when any number of days is prescribed in the Terms the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

### Conflict

If there is a conflict of meaning between these terms of use and any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties, the specific terms will prevail in respect of your use of the relevant section or module of the website.

### **3. About Emerge Group**

This website is owned, managed, and administered by Emerge Group.

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

#### **License to Use this Website**

Emerge Group grants each Visitor a limited, revocable license to use this website subject to the Terms. Any person wishing to use this website contrary to the Terms must obtain Emerge Groups' prior written consent. The information offered on this website is for the Visitor's guidance only. The information offered is for quotation purposes only, and is subject to change on being contacted by an insurance consultant. Emerge Group has taken every care to ensure that the information provided on this website is reliable by using sources Emerge Group believes to be accurate. However, the accuracy of the information (including rates, fees, and charges), cannot be guaranteed.

#### **Sufficient Particulars**

In order for Emerge Group to provide Visitor with appropriate advice on financial products it is important that Visitor gives Emerge Groups' sufficient particulars of their financial affairs. Failure to make a full disclosure could result in Emerge Groups' advice being compromised and may result in Visitor thus making a financial commitment to a product inappropriate to their needs and objectives.

#### **Framing**

No person, business, or website may frame this website or any of the pages on this website.

#### **Linking**

Visitor may link to the website only by linking to the home page of this website. Emerge Group prohibits Visitor from "deep linking" to any other pages in a manner that would incorrectly suggest endorsement or support of Visitor by Emerge Group or suggests Visitor is the owner of any intellectual property belonging to Emerge Group.

#### **Spiders and Crawlers**

No person, business, or website may use any technology (including spiders or crawlers) to search and gain any information from this website.

## 5. Modify

Emerge Group may modify, suspend, or discontinue providing this website (with or without notice) and will not be liable.

## 6. Capacity of Customer

Each Visitor represents and warrants that Visitor:

1. is old enough under applicable law to enter into the Terms;
2. possesses the legal right, full power, and authority to enter into the Terms;
3. will submit true, accurate and correct information to Emerge Group and this website.

If Visitor is younger than 18 years of age, Visitor warrants that Visitor has the consent of its legal guardian to enter into the Terms or that Visitor has obtained legal status in another manner.

## 7. Intellectual Property

### Ownership

Except as provided to the contrary in the Terms, all right, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of this website are the sole property of or will vest in Emerge Group or a third party licensor. All moral rights are reserved.

### Trademarks

Emerge Groups' logo and sub-logos, marks, and trade names are the trademarks of Emerge Group and no person may use them without permission. Any other trademark or trade name that may appear on this website or other marketing material of Emerge Group is the property of its respective owner.

### Restrictions

Except as expressly permitted under the Terms, this website may not be:

1. modified, distributed, or used to make derivative works;
2. rented, leased, loaned, sold or assigned;
3. decompiled, reverse engineered, or copied; or
4. reproduced, transferred, or distributed.

### Prosecution

All violations of proprietary rights or the Terms will be prosecuted to the fullest extent permissible under applicable law.

## 8. Disclaimer of Warranties

Use of this website is at the sole responsibility and risk of each Visitor. This website is provided on an 'as is' and 'as available' basis. Except for the warranties given in the Terms, Emerge Group expressly disclaims all representations, warranties, or conditions of any kind, whether express or implied, including any implied warranties or conditions of satisfactory quality, no latent defects, fitness for a particular purpose, accuracy, quiet enjoyment, title, and non-infringement. Emerge Group does not warrant that this website will meet the requirements of any Visitor or be uninterrupted, be legally effective or complete, timely, secure, error-free or free from infection by malicious software.

## 9. Indemnity

Each Visitor agrees to indemnify, defend, and hold harmless Emerge Group (and those related to it and its officers, agents, co-branders or other partners, and employees) from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to its use of this website.

## 10. Limitation of Liability

### Correct Faults

Emerge Group will correct any fault in this website where possible and as soon as reasonably practical and this is its entire liability regarding any fault in the website. If this clause is held inapplicable or unenforceable, then the following clause will apply.

### Direct Damages Limited

To the extent permitted by applicable law, regardless of the form (whether in contract, tort, or any other legal theory) in which any legal action may be brought, Emerge Groups' maximum liability to a Visitor for direct damages for anything giving rise to any legal action will be an amount equal to R 100. The aggregate amounts for all claims will not be greater than the maximum amount.

### Indirect Damages Excluded

To the extent permitted by applicable law, in no event will Emerge Group (or its personnel) be liable for any indirect,

incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data, or loss of use) arising from the Terms.

## Other Website

Emerge Group is not liable for any other website provided by any third party.

## 11. Termination

### Discontinue this Website

The Terms will automatically terminate if EmERGE Group discontinues this website.

### Breach

If a Visitor:

1. commits a breach of the Terms; or
2. repeatedly infringes the copyrights or other rights of others;

Visitor agrees that EmERGE Group may, to the extent permitted by applicable law and without prejudice to its rights in the Terms or in law, terminate access to or use of the website, claim specific performance of the Terms, and claim damages from Visitor.

## 12. General

### Entire Agreement

The Terms constitutes the entire agreement between the parties in respect of the subject matter of the Terms.

### Changes

The Terms may be changed at any time by EmERGE Group and where this affects the rights and obligations of a Visitor, EmERGE Group will notify the Visitor of any changes by placing a notice on this website. If a Visitor does not agree with the change the Visitor should stop using this website. If a Visitor continues to use this website following notification of a change to the Terms, the changed terms will apply to the Visitor.

### Fact Related to Website

A certificate, signed by an administrator of this website, of any fact related to this website (including the version of the Terms that governs a particular dispute and what content was published or functionality was available on the website at a specific point in time) will be conclusive irrefutable proof of the correctness of the certificate's contents.

## Waiver

No granting of time or forbearance will be, or be deemed to be, a waiver of the Terms and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.

## Severability

If any term is void, unenforceable, or illegal, the term will be severed and the remainder of the Terms will have full force and effect, provided the severance does not alter the nature of the Terms.

## Governing Law and Jurisdiction

The Terms are governed by and must be interpreted under the laws of the Republic of South Africa and Visitor agrees to submit to the exclusive jurisdiction of the South African courts.

