# **Terms and Conditions**

### **1. Introduction**

- 1. When you ('the User') visit or use this website, the User will be deemed to have accepted and agreed to be bound by the terms and conditions set out below ('terms and conditions').
  - 2. Innotrend may, at any time and without notice, amend the terms and conditions.
- Any reference in the terms and conditions to InnoTrend Group of Companies means InnoTrend as well as any subsidiary of InnoTrend, to the extent any such subsidiary acts in any capacity contemplated by these terms and conditions.

# **2. Financial Products**

- 1. Blue Oak Systems (Pty) Ltd acts solely as a facilitator and/or broker in relation to the provision of the financial products referred to on this website.
- The provision of the financial products referred to on this website is subject to the registration procedures and approvals criteria stipulated by the relevant third party product provider(s).
- 3. InnoTrend has no authority to bind any third party product provider, nor does it purport to do so.
  - 4. All information regarding the financial products referred to on this website, including information in respect of the terms and conditions applicable to such financial products and services, interest rates or any other matter is intended as a guideline only and is subject to change without notice.
- 5. The terms and conditions which will apply to any financial product purchased by you from any third party product provider will be the terms and conditions set out in the written document relating to such financial product finally issued by the third party product provider at the time of purchase.
  - 6. If the User's application for any financial product is a joint application, or involves another party such as a surety, these terms and conditions will also apply to such other applicant or other party, and the User warrants that the User will inform such other applicant or other party of these terms and conditions.

#### 3. Disclaimer

 InnoTrend accepts no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the website (or any of the pages therein contained) and/or transactions or actions resulting therefrom. Accordingly, any use of the information made available by means of the website is entirely at the User's own risk and it is the User's sole responsibility to evaluate the currency, accuracy, completeness and usefulness of all such information prior to relying on the same.

- 2. InnoTrend does not endorse the views, opinions and recommendations included in any website linked to this website.
- 3. All calculations done through the use of software or calculators supplied on these pages, are guidelines only and are subject to final confirmation by the third party product provider, if and when, a transaction between the User and the third party product provider is concluded.

#### 4. Information furnished by the User

- When the User applies for any financial product referred to on this website or make use of the "Contact" link on the website, the User will be required to provide us with personal identifiable information.
  - 2. The User hereby authorises InnoTrend to disclose the User's personal information third party service providers and affiliates who are involved in the delivery of products and services to which the User have provided consent.
  - 3. The User warrants that all information furnished by the User (whether in relation to the User or any other party) to InnoTrend as part of this process will be truthful, accurate, current and complete.
- 4. The User further agrees that InnoTrend or its affiliated partners may use the personal information provided by the User to send further electronic communication from time to time in respect of any information or offers in respect of personal loans and/or other related financial services or products.

#### **5. Intellectual Property**

- 1. Copyright subsists in all material on this website. Unauthorised usage thereof shall constitute an offence and shall render the offender liable to prosecution.
- 2. The User may not sub-license, resell, republish (including internet posting, electronic mailing, faxing, archiving in a public database, redistributing via a computer network, or in a printed form to third parties), reproduce, retransmit, disseminate, sell, broadcast, commercially exploit, adapt or circulate any information on (or accessed via) the website without the express written consent of InnoTrend (which consent may be refused at InnoTrend sole and absolute discretion).
- 3. Without limiting the generality of the aforesaid, the User may not reproduce or distribute, or substantially copy any information or service from the website onto the User's own server, or link to this website, without the prior written permission of InnoTrend (which consent may be refused at InnoTrend sole and absolute discretion).
  - 4. InnoTrend (including its information providers) are the sole and exclusive owners of all right, title and interest in and to the intellectual property rights inherent to, or contained in, the website (including but not limited to trademarks, copyrights, patents, trade names and trade secrets), as well as all proprietary information and services listed on (and/or accessed via) the website, and underlying databases.

#### 6. Abuse of website

- The User may not use the website in any manner that could damage, disable, overburden, or impair any of InnoTrend's servers or the network(s) connected to any of InnoTrend's servers, or interfere with any other party's use of the website.
  - 2. The User may not attempt to gain unauthorised access to any products, services, other accounts, computer systems or networks connected to any InnoTrend server or to any of the products or services through hacking, password mining or any other means.
- 3. The User are expressly prohibited from posting on or transmitting to or from this website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under any law.

4. The User may not use the website in any manner for the purposes of conducting any business that is in competition with the business of InnoTrend including any bond origination or insurance broking business, whether by spamming, forwarding the Users contact details and other business related information to any supplier, stakeholder, dealership, estate agent that has listed any product or property on this website, or otherwise.

5. Without limiting the rights and remedies of InnoTrend, InnoTrend may deny the User access to all or part of this website without notice if the User engages in any conduct or activities that InnoTrend believes in it sole and absolute discretion are contrary the import and intent of this restriction.

## 7. Legal

- 1. The laws of the Republic of South Africa will govern these terms and conditions.
- 2. The User hereby consents and submits to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from these stated terms and conditions.
- Legal notices and other legal documentation addressed to InnoTrend must be sent by registered post or delivered by hand to the address nominated below, which we choose as our domicilium citandi et executandi:
  - 4. Notices delivered to InnoTrend will be deemed to be received :
    - by hand at the time of delivery,
    - registered post 14 (fourteen) days from posting.

5. The User may not send any notice or legal document to InnoTrend's by fax or sms or email.

6. These terms and conditions constitute the entire agreement between InnoTrend and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by InnoTrend from the User. Save as provided in clause 1.2, no variation of these terms and conditions shall be of any force or effect unless reduced to writing and signed by InnoTrend and the User or their duly authorised representatives.

- 7. Any failure by InnoTrend to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.
- 9. A certificate issued by an administrator of this website shall constitute prima facie proof of any fact related to this website, including but not limited to which version of the terms and conditions govern a particular dispute and what content was published or functionality was available on the website at a specific point in time.

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Contact: Chief Information Officer – info@innotrend.co.za As required in terms of Section 51 of the Promotion of Access to Information Act No. 2 of 2000 kindly review InnoTrend PAIA Process.