

Terms Of Use

Please read the following terms and conditions carefully

Acceptance of Conditions of Access

The following are the terms and conditions on which you may use the Absa Capital website (the "Site") and they become effective when you access the Site for the first time and constitute a binding agreement between you and Absa Capital, a division of Absa Bank Limited, 1986/004794/06 or its co-subidiaries or affiliates, as the case may ("Absa Capital"). The current version of these terms and conditions govern our respective rights and obligations each time the Site is accessed by you.

Use of Site

We may in our sole discretion terminate your access to or use of this Site for any reason, including without limitation where we believe that you have not acted in accordance with the terms and conditions of this Site.

Amendments to these terms and conditions

We may amend these terms and conditions from time to time. All amendments to the terms and conditions will be posted on the Site. Unless otherwise stated, the current version of the terms and conditions will supersede and replace all previous versions of the terms and conditions.

Disclosure of interests

Absa Capital or its employees may, from time to time, maintain a long or short position in securities referred to on the Site or other securities of issuers referred to on the Site or in related futures or options; purchase or sell, make a market in, or engage in any other transactions involving such securities or issuers, earn brokerage or other compensation in respect of the foregoing; and provide investment banking, credit or other services to any issuer named on the Site. Absa Capital may have acted as manager or co-manager of a public offering of securities discussed on the Site in the past three years.

Information on this Site

All information on the Site is only intended to provide you with general information relating to us, our products and services. The information provided on this Site does not constitute an offer but may be treated as an invitation to do business.

We may provide information from time to time on projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items; the plans, objectives and/or projections of the bank for future operations, including those relating to the services of the bank; or future economic performance. Such projections are only estimates. Actual events or results may differ

You acknowledge that all calculations done through the use of software or calculators supplied on this Site, including the rates, are guidelines only and subject to final confirmation at the time of finalizing the transaction. Any pricing is indicative and does not, and is not intended to, constitute either an offer to buy or sell or a representation that a purchase or sale can be effected at that price. Past performance is not indicative of future results. All information regarding the product and services including information in respect of the terms and conditions, interest rates, pricing or any other matters are subject to change without notice.

Privacy and Security

We are committed to keeping your information confidential and secure. Please read our Privacy Policy, the terms of which are incorporated into these terms and conditions and the information in our Security Policy.

Third Party Information and Sites

We may use the services of other third party organizations to provide information on this Site. We have no control over the third party information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. We will not be directly or indirectly liable for any damages that may arise from your reliance on it.

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

No third party is permitted to link any other web-site to this Site without obtaining our prior written consent.

Services online

Our online services and products ("Services") are subject to registration and approval, which we may, in our sole discretion, accept or reject.

The Services are subject to separate terms and conditions that are available on the relevant sections of this Site where the online services and products are provided.

In the event of conflict between these terms and conditions and those of the Services, the provisions of the Services terms will apply.

No offer

Nothing on this Site should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment or to engage in any other transaction, or to provide any investment advice or service.

No warranty

Although we have taken all reasonable care to ensure that the information provided on this Site is accurate, we give no warranties of any kind. ALL CONTENT AND THE WEB SITE ITSELF ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. ABSA CAPITAL MAKES NO REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED) AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES OF ANY KIND TO USER AND/OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR FREEDOM FROM COMPUTER VIRUS.

Opinions and any other content on the Site are provided by us for personal use and informational purposes only and are subject to change without notice.

Nothing contained on the Site constitutes investment, legal, accounting, tax or other advice and the information contained on the Site is not to be relied on in making an investment or other decision. You should obtain your own relevant and specific professional advice before making any investment decision.

No liability

WE WILL ACCEPT NO LIABILITY IN ANY EVENT INCLUDING (WITHOUT LIMITATION) NEGLIGENCE FOR ANY DAMAGES OR LOSS OF ANY KIND, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR LOSSES 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 LOSS OF ANY PROFIT, GOODWILL OR REPUTATION, EVEN IF EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS OF, USE OF, PERFORMANCE OF, BROWSING IN OR LINKING TO OTHER SITES FROM THIS SITE.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Site or any part of it, with or without notice, at any time. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Site.

Governing law

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions 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 and these terms and conditions.

Email communications

Please do not send confidential information over the Internet. Information is sent at your own personal risk. Internet communications may not be secure.

We recommend that you do not send confidential information to us over the Internet unless it is sent by way of a secure method of transmission using appropriate encryption technology. Absa does not accept legal responsibility for any loss or damage suffered as a result of confidential information sent to us over the Internet.

Monitoring of Communications

You expressly give your consent for us to monitor your internet and e-mail traffic on our website. You acknowledge that we monitor internet and e-mail traffic on the website primarily to ensure that users and consumers are not acting illegally, unlawfully or in breach of these terms and conditions and:

- to maintain the integrity and security of our website and information technology systems;
- to investigate and detect any unauthorised use of our website and information technology systems; and
- as an inherent part of and to secure the effective operation of our website and information technology systems.

Intellectual Property

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the Site.

The logos and trademarks shown on this Site are our registered and unregistered trademarks or that of third parties. Nothing on this Site should be construed as granting any licence or right to use any trademark without our prior written permission and/or that of third parties, as the case may be. You may not, without our prior written permission, use our intellectual property and you should obtain the consent of the relevant third parties to use such third parties' intellectual property.

Copyright

The entire content of this Site is subject to copyright with all rights reserved and the information held is for your own personal use only. You may reproduce this information in hard copy solely for your personal use. The information may not otherwise be reproduced, distributed or transmitted to any other person or incorporated in any way into another document or other material. The information and software on this Site may not be taken out of context or presented in an unfair, misleading or discriminating manner. You agree not to remove any copyright notice or other notice signifying Absa Capital or any third party's intellectual property rights. Except as expressly provided herein, nothing contained on this Site shall be deemed or construed to confer any license or right, expressly, by implication, estoppel or otherwise, under any of Absa Bank's intellectual property rights.

Copyright Absa Bank Limited, 2011 (all rights reserved).

General Provisions

The headings of the clauses in the conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms and conditions.

Where any dates or times need to be calculated in terms of the terms and conditions, the international standard time: GMT plus two hours shall be used.

No failure or delay by us to exercise any of our rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable; the term, condition or provision will be deleted from the remaining terms, conditions and provisions which will continue to be valid to the full extent permitted by law.