



TERMS AND CONDITIONS FOR USE OF THE FONEYAM SELF SERVICE TOOLS

1. INTRODUCTION

- 1.1 These terms and conditions ("T&Cs") will govern the relationship between you as the user ('You/Your') and Tenacity Financial Services, a division of Pepkor Trading (Pty) Ltd ("Us/We/Our") whenever You enter into transactions with FoneYam by accessing and/or using the FoneYam Self Service Tools ('the Tools') through electronic devices, whether by IVR, mobile phone, internet or other electronic means.

2. ACCEPTANCE OF TERMS

- 2.1 By accessing and/or using the Tools, You are deemed to have read, understood and agreed to the T&Cs. If you do not accept these T&Cs, You may not continue to use the Tools.
- 2.2 We may at any time modify these T&Cs without prior notice to You.
- 2.3 Each time You access the Tools you agree to be bound by the then current published version of these T&Cs.
- 2.4 The T&Cs will be made available on the FoneYam website (www.foneyam.co.za).

3. PRIVACY POLICY

- 3.1 By accepting these T&Cs You agree to Our [External Privacy Statement](#).
- 3.2 Should You not agree to the External Privacy Statement, You may not continue to use the Tools.

4. CONTENT AND USE OF THE TOOLS

- 4.1 When accessing and/or using the Tools, You may be issued with a one time pin ('OTP') as part of Our security procedures.
- 4.2 The OTP shall be sent to the cell phone number linked to Your FoneYam account.
- 4.3 You must always treat Your OTP as confidential and agree not to disclose it to any third party. You are fully liable for all activities and transactions that occur under Your account. You further agree that We cannot be held liable for any damages or loss sustained by You because of Your failure to keep Your OTP confidential. You agree to immediately notify Us of any unauthorised use of Your account and indemnify Us against any loss or damage arising from Your failure to comply with this term.
- 4.4 We reserve the right to suspend an account We believed to have been compromised at any time for security reasons.
- 4.5 We may suspend or deny You access to the Tools at any time for any reason whatsoever.
- 4.6 Your access and use of the Tools is at Your own risk.
- 4.7 You shall not attempt, and shall not permit any third party to attempt –

- 4.7.1 to decompile, disassemble or reverse engineering, or otherwise attempt to derive the source code or technical infrastructure of the Tools; and/or
- 4.7.2 introduce any viruses, malware, spyware, Trojan horses, worms or other programs or code that is harmful or malicious to the Tools; and/or
- 4.7.3 to interfere with or the disrupt the Tools or other users' use of the Tools.
- 4.8 Neither You or any person or business may mirror any material or content contained on the Tools.
- 4.9 Neither You or any person or business may use any technology (including spiders or crawlers) to search and gain any information from the Tools.
- 4.10 We may at any time modify the Tools by adding or removing any function without prior notice and in such event, You shall have no claim against Us of whatsoever nature relating to such change.

5. INDEMNIFICATION

- 5.1 By accessing the Tools, You warrant that You are legally entitled to do so.
- 5.2 You undertake to provide Us with true, accurate and correct information at all times.
- 5.3 If You apply for any of Our products You warrant that You are legally authorised to apply for such products.
- 5.4 You warrant that You will not use the Tools for any purpose that is unlawful or prohibited under South African law or in contravention of these T&Cs.
- 5.5 You hereby indemnify Us against any loss, liability, damage or expense of whatever nature which We or any third party may suffer which is caused by or is attributable to, whether directly or indirectly, a breach by You of any of the warranties in these T&Cs

6. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- 6.1 Save as set out in these T&Cs, We make no warranties, representations, statements or guarantees (whether express or implied) regarding the Tools and the Tools is made available on an "as is" and "as available" basis.
- 6.2 The uninterrupted availability of the Tools cannot be guaranteed and We do not warrant that the Tools will be constantly available or available at all.
- 6.3 We may, from time to time, conduct maintenance, repairs or improvements on the Tools and, in such event, the availability of the Tools will be suspended.
- 6.4 We shall take appropriate, reasonable, technical and organisational measures to prevent loss of, damage to or destruction of and unauthorised access to Your personal information. Notwithstanding the foregoing We do not warrant non-infringement, compatibility, security and/or a virus-free environment.
- 6.5 Without limiting the generality of the foregoing, neither Us nor our directors, employees or agents shall be liable for any loss of income, loss of data or any failure or unavailability of the Tools for any reason whatsoever, and/or the failure or delay by any third party service provider to render any service necessary to ensure the availability of the Tools.
- 6.6 We undertake to correct any fault in the Tools as soon as reasonably practicable.

- 6.7 These T&Cs only governs Your use of the Tools. Should You apply for and be approved for any of a device rental agreement, the FoneYam Device Rental Agreement Terms and Conditions shall govern the relationship between us.

7. COPYRIGHT AND INTELLECTUAL PROPERTY

- 7.1 All intellectual property rights, title and interest and/or ownership in and to all data, material text, drawings, logo's, software and technical specifications made available through the Tools are owned by Us, or lawfully used by Us, and are protected by South African and/or international intellectual property laws.
- 7.2 Any unauthorised modifying, copying, reproduction, retransmission, distribution, dissemination, sale, publication, or other exploitation of such protected items or any component thereof will be an infringement of Our intellectual property rights.
- 7.3 Nothing contained in the Tools should be construed as granting any license or right to use any intellectual property without Our prior written permission.

8. GENERAL

- 8.1 Your use of the Tools, all content related to the products and services featured on the Tools and any dispute arising from the use of the Tools is subject to the laws of the Republic of South Africa and to the exclusive jurisdiction of the courts of South Africa.
- 8.2 If any term of these T&Cs is void, unenforceable, or illegal, the term will be severed and the remainder of the T&Cs will have full force and effect.