

# DISCLAIMER AND WEBSITE TERMS & CONDITIONS



## 1. Introduction

- 1.1 Thank you for visiting our website. By using this website, you agree to these Terms and Conditions.
- 1.2 Albaraka Bank Limited ("the Bank") is committed to protecting your privacy and ensuring that your personal information is used appropriately, transparently, securely and in accordance with the law. Your use of the Bank's website shall always be subject to these Terms and Conditions and any others that may be referred to and by accessing the website, you consent to them.
- 1.3 The Bank may change these Terms and Conditions at any time, without notice, by updating this posting and by continuing to access this website the Bank shall be entitled to assume that you accept such changes.
- 1.4 The Bank's website includes all its official pages and websites as well as all the products that it offers

## 2. Use of this Website

- 2.1 The Bank's products and services, including its online services, are subject to separate terms and conditions which govern their provision and use, and which shall be provided on request.
- 2.2 The Bank provides no warranty, express or implied, as to the accuracy or completeness of any material, link or service provided on or through this website and accepts no liability for loss or damage of any nature whatsoever as a result of your accessing this website and making use of any information or link posted on the website.
- 2.3 The information on this website is provided for your personal use only.

## 3. Intellectual Property Rights

- 3.1 The Bank retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the website.
- 3.2 You are authorized to view and download one copy to a local hard drive or disk, print and make copies of such prints, provided that:
  - 3.2.1 the material is to be used solely for deciding whether to make use of any product or online service and not for any commercial purpose.
  - 3.2.2 any reproduction of the Bank's proprietary material from the website includes the Bank's copyright notice in its entirety.
- 3.3 The logos and trademarks on this website are the Bank's registered and unregistered trademarks or those of third parties. Nothing on this website should be construed as granting any license or right to use any trademark without the Bank's prior written permission and/or that of the parties concerned.
- 3.4 You may not, without the Bank's prior written permission, use the Bank's intellectual property or that of third parties for any other purpose whatsoever. An application to use the Bank's intellectual property must be submitted to [legal@albaraka.co.za](mailto:legal@albaraka.co.za) and if you do not receive a written response from the Bank within 10 business days then you must assume that your request has been refused.
- 3.5 Irrespective of the existence of copyright, you acknowledge that the Bank is the proprietor of all material on the website and that you have no right, title, or interest in any such material.
- 3.6 Acting contrary to these terms and conditions and any violation of our trademarks or intellectual property rights may result in legal proceedings being instituted against you.

#### **4. Availability of Website**

Whilst the Bank shall endeavour to ensure that the website is always accessible, it may from time to time and without notice modify, suspend, or discontinue, temporarily or permanently, the website or any part thereof and you acknowledge that you shall have no claim against the Bank whatsoever for any interruption or disruption as a consequence thereof.

#### **5. Information on the Bank's website**

5.1 The information on this website is intended to provide you with a general overview of the Bank, its products, services, and goals.

5.2 The website content is for general information purposes and shall not constitute investment, legal, tax or other financial or professional advice and is not to be solely relied upon when making any financial or investment choice or decision. You must obtain professional advice before making any investment or other decision based on any information on the website.

5.3 Should you choose to act on information contained on this website, you do so on your own volition, and the Bank will not be liable as a result of any loss arising therefrom.

#### **6. Your privacy and security**

The protection of your privacy and your personal information is a priority for the Bank. Where you provide us with your personal information, you are acknowledging that you have read the Bank's Privacy Policy (which is available on the Bank's website) and consent to the Bank utilizing and processing your information as set out in that policy.

#### **7. Cookies and Tracking Technology**

The Bank may use cookies or other similar tracking technology on the website. As a result, when you access or use the website, you will be providing or make available certain information to the Bank. For more information on this subject kindly read the Cookies Policy which is available on the Bank's website.

#### **8. Links to websites**

8.1 Where the Bank provides hypertext links to third party websites, such links are not an endorsement by the Bank of any of the products or services offered on those websites and the Bank may not have verified the truth or accuracy of any content on such websites. Accordingly, the Bank makes no representations with regards to such websites, you use such links entirely at your own risk and the Bank accepts no responsibility or liability for the content, use or availability of such websites.

8.2 You may not create any kind of link or reference to the Bank's website without prior written permission.

8.3 If you breach any of these Terms and Conditions, the Bank may take legal action without notice to you and you agree to pay the Bank's legal costs in such action on the attorney and own client scale.

#### **9. Risk of using the internet**

9.1 Any information obtained or exchanged via the internet, including email, is capable of being intercepted, viewed, or modified. Due to the complex and sophisticated nature of cybercrime the Bank cannot be held liable for any loss or damage that you may suffer as a result of you accessing the Bank's website and your use of the internet to do so.

9.2 In order to limit the risk, the Bank reserves the right to monitor all internet communication, including web and email traffic into and out of the Bank's domains for the purposes of security, ensuring compliance with these Terms and Conditions and detecting any irregular and/or illegal activity.

**10. Limitation of Responsibility**

Although the Bank takes all reasonable steps to ensure that the information provided on this website is accurate, the Bank does not warrant the accuracy or completeness of any information and the Bank shall not be liable for any loss or damages suffered by you due to your use of the website.

**11. Capacity to enter into agreements**

If you are younger than 18 or if you lack the necessary legal capacity to enter into agreements without the assistance of your legal guardian, then the onus is on you to ensure that you have the necessary assistance before accessing the Bank's website. By accessing and utilising the website you are representing to the Bank that you have the requisite capacity to agree to these Terms and Conditions, otherwise you should contact the Bank's Customer Contact Centre for further assistance.

**12. Certificate**

A certificate provided by the Bank's administrator maintaining our digital content shall be sufficient evidence of the version of the content as at a stated date and time.

**13. Governing Law**

South African law shall apply to these Terms and Conditions and your use of the Bank's website. Accordingly, you agree to submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with these Terms and Conditions or the use of the website.

**14. General**

In the event of any provision in these Terms and Conditions being found to be invalid, illegal, or unenforceable, then this shall not affect the other provisions and these Terms and Conditions shall be read as if the invalid, illegal or unenforceable provision was not part of these Terms and Conditions.