

# WELLTEC FINANCE - TERMS AND CONDITIONS

## 1. DEFINITIONS

“Welltec Finance” means Welltec Finance (RF)(PTY) Ltd, a private company registered in South-Africa (Registration number 2018/217419/07) and a registered Credit Provider with the NCR (Registration Number NCRCP12149), which may also be referred to as “Us, Our We”, and which for purposes of any disclaimer and/or indemnity includes its directors, shareholders, employees, subcontractors, agents, successors-in-title and assignees.

“ECT Act” means the Electronic Communications and Transactions Act 25 of 2002.

“Website” means [www.welltecfinance.co.za](http://www.welltecfinance.co.za) and includes all affiliated pages, subdomains, and protocols, and which may include products and/or services as offered by Welltec Finance and/or third parties.

“Website Materials” means all materials, text, drawings, illustrations, and data made available on this Website and owned by Welltec Finance.

“NCR” means the National Credit Regulator.

“Terms of Use” which may also be referred to as “Website Terms of Use, Website Terms or Website T&Cs”, means the Terms and Conditions regarding the use of the Welltec Finance website, as described on this page, and subject to modification from time to time.

“Personal Information” means information that is personally identifiable to You, and may include, but is not limited to, your contact details, employment, banking, affordability, and other personal information that may be required to conclude a commercial agreement between Welltec Finance and Yourself.

## 2. INTRODUCTION

This Website is operated by Welltec Finance and is intended to provide general information regarding Welltec Finance, our products and services, and other information which may be interest to You. The information on this website is not intended to provide exhaustive treatment of any subject and does not constitute financial, accounting, tax, legal, investment, insurance, debt, consulting, counselling, and/or any other professional advice or service.

Welltec Finance strives to update the content and information on this Website regularly, but We make no representation or warranty, whether express, implied in

law, or residual, as to the accuracy, completeness and/or reliability of any such content and information on this Website.

Welltec Finance may at any time modify this Website and the Terms of Use without prior notice to You. Such modifications will be made available on this Website and will supersede any previous versions of this Website and/or Terms.

### **3. USE OF WEBSITE AND ACCEPTANCE OF TERMS**

By accessing and/or utilising this Website, You warrant and represent to Welltec Finance that You are legally entitled to do so, and You accept and agree to be bound by the Terms and Use as provided for in this legal notice.

Of you subscribe to and/or apply for any of Our products and/or services, You warrant and represent to Welltec Finance that You are legally entitled to do so.

By continuing to use this Website and/or Our products and services, You agree to be bound by these Terms, effective from the first time you access this Website. Welltec Finance may change, modify, add or remove from portions or the whole of these Terms and Conditions. Changes to the Terms will become effective when the changes are posted on the website. Your continued use of the website following the posting of changes or updates will be considered as your acceptance of the updated Terms. Please note that these Terms refer to Your use of this Website, and do not refer to any commercial agreement(s) which may be successfully concluded between Yourself and Welltec Finance and/or any other third-party pursuant to the use of this Website.

We respect Your privacy and Your personal information and We are committed to maintaining the accuracy, confidentiality, and security of Your Personal Info.

To that effect, Our Privacy Policy governs how we collect, use, and disclose your Personal Information, and we encourage you to familiarize yourself with Our Privacy Policy at [https://www.welltecfinance.co.za/PrivacyPolicy\\_WelltecFinance.pdf](https://www.welltecfinance.co.za/PrivacyPolicy_WelltecFinance.pdf)

Should You continue to use this Website, You agree to provide Us with accurate Personal Information as required to conclude any commercial agreement(s), and for the purpose of Us being able to contact You, in accordance with our Privacy Policy.

If You disagree and/or do not accept these Terms, please close this browser and do not continue to use this Website.

#### **4. COMMUNICATION**

You hereby agree that, by Your continued use of this Website, You authorise Welltec Finance to make use of Your personal information to contact You directly by email, SMS, web-chat, telephone, cell phone, fax, and other communication channels available to Welltec Finance from time to time when communicating or attempting to communicate with You directly or indirectly.

#### **5. INDEMNIFICATION, WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

This Website is provided “as-is” and Welltec Finance expressly disclaims all warranties, representations, conditions, statements and/or guarantees of any kind, either express, residual, or implied in law, regarding the Website, products and/or services, and/or access of information on or via this Website. Welltec Finance does not warrant that this Website and/or any media, content links, or software available for download via This Website are free from viruses and/or destructive code(s).

Welltec Finance does not make any warranty or representation that the information, products and/or services on this Website are appropriate for use in any jurisdiction.

By accessing this Website, You warrant that You will not Use the Website, products and/or services, content and/or information made available or sent to You by Us pursuant to Your use of this Website for any purpose that is unlawful or prohibited under South-African or International law, or that is in contradiction to the Terms of Use.

You hereby agree that the Use of Our Website by You is at Your sole discretion and risk, and that You assume full responsibility for any costs associated with Your continued Use of this Website, and in particular beyond the Terms of Use after a successful commercial agreement(s) is concluded with Welltec Finance.

You hereby indemnify Welltec Finance against any loss, liability, damage, and/or expense of any nature which You, Welltec Finance and/or any third-party may suffer due to, and/or attributable to Your Access of this Website, the (non) availability of this Website, and/or a breach by You of this Website and/or its Terms of Use, and/or Your reliance on any information offered via this Website, whether cause directly, indirectly or consequentially.

Information transmitted via the internet is susceptible to monitoring and interception. While Welltec Finance strives to keep Your session on this Website secure, You accept and bear all risk(s) of transmitting information in this manner. You hereby indemnify Welltec Finance against any loss, harm, or damage suffered by You as a result of transmitting information to Us.

Should we discover that any information represented by You is fraudulent and/or has been falsified, You indemnify Us to report such information to the relevant authorities.

Should We enter into a commercial agreement(s) with You, that agreement will be governed by the Terms and Conditions thereof, and not by these Terms, which specifically refer to the use of this Website.

## **6. COPYRIGHT AND INTELLECTUAL PROPERTY**

Copyright, all intellectual property rights, and all Website Materials are owned by Welltec Finance. Alternatively, Welltec Finance is the lawful user thereof and are protected by both South-African intellectual property laws. Any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will be an infringement of such copyright and other intellectual property rights; save that You may use the Website Materials or any component thereof for Your own private purposes and for purposes of considering and making use of the products and services offered by Welltec Finance.

## **7. THIRD-PARTY LINKS**

This Website may include links to other websites which may be intended to enhance and/or supplement the User experience of this Website. Welltec Finance does not necessarily endorse nor take any responsibility whatsoever for the content of such link(s) and destination website(s), whose Terms should be read and agreed to independently of the Terms of Use for this Website.

No third-party or unauthorised User may establish a hyperlink, frame, meta tag, or similar reference to this Website, whether electronically or otherwise (collectively referred to as linking) before receiving written consent by Welltec Finance to do so.

## **8. NOTICES**

Data messages (as defined by the ECT act) addressed by You to Credit Hyper shall be deemed to have been created and sent by You from within the geographical boundaries of South-Africa.

Data messages addressed by You to Welltec Finance shall only be deemed to have been received by Welltec Finance if Welltec Finance responds thereto.

Welltec Finance will regard a communication sent to you by email as having received by yourself one day after it was sent.

Electronic signatures, encryption, and/or authentication are not required for valid electronic communications between You and Welltec Finance.

You agree and warrant that data messages sent by You to Welltec Finance from a computer, IP address or mobile device normally used by or owned by You, are sent and/or authorised by You personally.

## **9. AGREEMENTS IN TERMS OF SECTION 43 OF THE ECT ACT**

Access to the services and content available on this Website is classified as “electronic transactions” in terms of the ECT Act. Therefore Users have the rights detailed in Chapter 7 of the ECT Act, and Welltec Finance has the duty to disclose the following information:

### **Full Name and Legal Status of the Website Owner:**

Welltec Finance (RF) (PTY) Ltd, registered and active South African Company, Registration Number 2018/217419/07.

### **Street Address and Physical Address For Receipt Of Legal Services:**

47 21<sup>st</sup> Street, Menlo Park, Pretoria, Gauteng, 0081.

### **Main Business:**

Credit Provider

## **10. CHOICE OF LAW**

The Website is controlled, operated and administered by Welltec Finance (RF)(PTY) Ltd from its offices within the Republic of South-Africa.

For purpose hereof, the Terms of Use agreement shall be deemed to have been concluded in Pretoria, Gauteng, South-Africa, at the time You access this Website for the first time.

The Terms of Use Agreement will be governed by the laws of the Republic of South-Africa, and You consent to the jurisdiction of the North Gauteng High Court in the event of any dispute.

If any of the provisions of the Terms of Use Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Terms, and the remainder of the Terms will continue in full force.

## **11. CONTACT US**

For any other questions or queries, please contact Welltec Finance at [info@welltecfinance.co.za](mailto:info@welltecfinance.co.za)