



WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND AGREED TO THESE TERMS AND CONDITIONS. PLEASE DO NOT CONTINUE TO USE THIS WEBSITE OR ANY RELATED SERVICES IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS.

1. WELCOME

Welcome to our website and thank you for reading these terms and conditions. These terms and conditions govern your use of this website and all facilities and services made available through it by Trive South Africa (Pty) Ltd, registration number 2005/011130/07, an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FSP No. 27237), with its registered address at 4 Karen Street Office Park, Bryanston, Sandton, Johannesburg, (the “**Business**”). Access to and use of our website is subject to our general terms and conditions as set out herein (“**Terms and Conditions**”) and our [Privacy Policy](#). In these Terms and Conditions “us”, “we”, “our” means Trive South Africa (Pty) Ltd and “you” or “your” means the user of the Website.

2. GENERAL

- 2.1. These Terms and Conditions apply to all the web pages related to our Website and should be read together with our [Privacy Policy](#). These Terms and Conditions govern your relationship with us and constitute a valid and binding agreement between you, the user, and the Business.
- 2.2. We reserve the right and may in our sole discretion elect to amend these Terms and Conditions at any time and in any manner that we deem appropriate without any notice to you. This includes the right to change, modify, add, or remove portions or the whole of our Terms and Conditions from time to time. Your use of this Website following any amendments of these Terms and Conditions constitutes your acceptance of the aforesaid amendments. You are solely responsible for keeping track of changes made.

3. USE OF THE WEBSITE

- 3.1. You agree that your use of this Website is for lawful purposes only. You agree that you will not use this Website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.
- 3.2. By using this Website, you agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of this Website and/or its contents contrary to these Terms and Conditions.

- 3.3. This website uses cookies to monitor browsing preferences. By using this Website, you consent to the use of cookies in accordance with our Privacy Policy and Cookies Policy. Please read our Privacy and Cookies Policy.
- 3.4. The content on this Website is not intended and should not be construed as an offer to enter into a contract with you or anyone else, other than the Terms and Conditions governing our relationship with respect to your use of this Website.
- 3.5. Phone calls may be recorded for research and contractual purposes and for the quality of service provided. In addition, the FAIS General Code of Conduct for Authorized Financial Service Providers and Agents requires Trive South Africa (Pty) Ltd to maintain a record of advice, which should reflect the basis on which the advice was given.
- 3.6. We reserve the right to suspend access to and/or use of our Website, or any part thereof, and/or terminate your user account (if applicable) at any time if we, in our sole discretion, determine that you have not used the Website in accordance with these Terms and Conditions. Your access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend such access without further notice.

4. ACCESS

By accessing our Website and/or using our online facilities, you warrant that you have attained majority status (18 years of age or older), are emancipated or have your parents/legal guardian`s consent to be bound by these Terms and Conditions. You further warrant that your legal capacity is not diminished due to mental incapacity.

5. AVAILABILITY AND ACCURACY OF WEBSITE CONTENT

- 5.1. Although we take reasonable measures to ensure that the Website is available to you at all times, you agree that we shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or your access or use of the Website. We shall not be liable, if for any reason, this Website is unavailable at any time or for any period.
- 5.2. Although we strive to take reasonable steps to ensure that information on our Website is accurate and as up-to-date as possible, we do not warrant that the content or information displayed is/shall always be accurate, complete and/or current and you should not assume that this is always the case, and should consult with us before making any decision to act on this information.

6. DISCLAIMER AND LIMITATION OF LIABILITY

- 6.1. You expressly agree that the use of this Website is entirely at your own risk. The Website and all its contents are provided on an "as is" basis, and we make no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website. We do not warrant that the website`s functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

- 6.2. We accept no liability, for any direct, indirect, incidental, special, or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the Website.
- 6.3. Wherever this Website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.
- 6.4. Information on this Website shall not be deemed to constitute financial or any other advice. If you require information regarding Trive South Africa (Pty) Ltd's products or services, please contact us at info.za@trive.com.
- 6.5. We accept no responsibility or liability for the content of any other websites that are linked to or from this Website and that are not under our direct control. Such external sites are governed by their own terms and conditions of use.

7. INTELLECTUAL PROPERTY

- 7.1. The intellectual property rights in all software and content (including but not limited to photographic images, logos, text, images, video, audio, layout or other material) made available to you on or through this Website remains the property of the Business and/or its licensors. All such proprietary works, and the compilation of such proprietary works, are the subject of copyright and which belongs to the Business, its affiliates, or subsidiaries, and/or any third-party owner of such rights (the “**Intellectual Property Owners**”) and is protected by South African and international copyright laws and treaties around the world. All such rights are reserved by the Business and its licensors. You may however store, print and display the content supplied, but solely for your own personal use.
- 7.2. This Website and its contents may not be reproduced, duplicated, copied, resold, or otherwise used for any commercial purpose without the express prior written consent of the Business.
- 7.3. All rights in and to the relevant intellectual property in question is reserved and retained by the relevant Intellectual Property Owners. Except as specified in these Terms and Conditions, you are not granted a license or any other right including without limitation under any copyright, trademark, patent or other intellectual property in or to the content.

8. GOVERNING LAW

The law governing these Terms and Conditions, including without limitation its interpretation and all disputes arising out of these Terms and Conditions, is the law of the Republic of South Africa and the parties 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.

9. SEVERABILITY

Whenever possible, each provision of these Terms and Conditions shall be interpreted in a manner which makes it effective and valid under applicable law, but if any part of these Terms and Conditions is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, all of which shall remain in full force.

10. INDULGENCE

Any relaxation, indulgence or delay (together "**Indulgence**") by the Business in exercising, or any failure by the Business to exercise, any right under these Terms and Condition shall not be construed as a waiver of that right and shall not affect the ability of the Business to subsequently exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right.

11. COMPLAINTS

If you have any complaints, you are welcome to submit such complaints to the following e-mail address: info.za@trive.com

12. CONTACT US

We welcome your comments and questions regarding these Terms and Conditions. Kindly direct any comments and questions to us via our [Contact Us Page](#).