THIS

# WEBSITE TERMS AND CONDITIONS

of

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|---|---|
| Name | FinFix Shared Service Proprietary Limited |
| Registration Number | 2018/590512/07 |
| hereinafter “the Company” | |

1. **AGREEMENT TO TERMS**

1.1 These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and FinFix Shared Service (Pty) Ltd ("Company," "we," "us," or "our") regarding your access to and use of the [www.companywebsite.com] website and any related media forms, channels, or applications (collectively, the "Site").

1.2 By accessing or using the Site, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must discontinue use of the Site immediately.

2. **INTELLECTUAL PROPERTY RIGHTS**

2.1 All content, features, and functionality on the Site—including but not limited to text, graphics, logos, icons, images, audio, video, software, and code—are the exclusive property of the Company or its licensors and are protected by copyright, trademark, and other intellectual property laws.

2.2 You may access and use the Site for personal, non-commercial use only. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, or sell any content or information obtained from the Site without the Company's prior written consent.

3. **USER OBLIGATIONS AND ACCEPTABLE USE**

3.1 You agree to use the Site only for lawful purposes and in accordance with these Terms. You must not:

3.1.1 Violate any applicable laws or regulations;

3.1.2 Infringe upon the rights of others;

3.1.3 Post or transmit any unlawful, threatening, defamatory, obscene, or otherwise objectionable material;

3.1.4 Attempt to gain unauthorized access to any part of the Site, user accounts, or computer systems;

3.1.5 Use any automated means (e.g., bots, scrapers) to access the Site without our express permission;

3.1.6 Interfere with the Site's operation or security;

3.1.7 Upload or distribute viruses, malware, or other harmful code.

4. **USER ACCOUNTS**

4.1 If you create an account on the Site, you are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You must notify the Company immediately of any unauthorized use of your account or security breach.

4.2 We reserve the right to suspend or terminate your account at our discretion, particularly if you violate these Terms.

5. **USER GENERATED CONTENT**

5.1 If you submit or post any content to the Site ("User Content"), you grant the Company a non-exclusive, royalty-free, worldwide license to use, display, reproduce, modify, and distribute such content for the purposes of operating and promoting the Site.

5.2 You represent and warrant that you own or have the necessary rights to submit the User Content and that it does not infringe any third-party rights or violate any laws.

5.3 We reserve the right to remove or modify any User Content at our sole discretion.

## 6. EXTERNAL LINKS

6.1 The Site may contain links to third-party websites or resources. These links are provided for your convenience only. We do not endorse, control, or assume responsibility for the content, privacy policies, or practices of any third-party sites.

6.2 You access external sites at your own risk, and we disclaim all liability arising from your use of such sites.

## 7. PRIVACY POLICY

### 7.1 OVERVIEW

7.1.1 Your use of this Site is governed not only by these Terms and Conditions but also by our Privacy Policy, which is a separate but integral document that explains in detail how we collect, use, store, protect, and share your personal information.

7.1.2 The Privacy Policy is designed to comply fully with the Protection of Personal Information Act No. 4 of 2013 ("POPIA").

### 7.2 COLLECTION OF PERSONAL INFORMATION

7.2.1 Our Privacy Policy explains what types of personal information we collect from you, which may include but is not limited to:

7.2.1.1 Identifiers such as your name, identity number, or contact details;

7.2.1.2 Demographic information (age, gender, location);

7.2.1.3 Online identifiers such as IP address and cookies data;

7.2.1.4 Transactional and payment information, if applicable;

7.2.1.5 Communications you send us via the Site or other channels.

7.2.2 We collect this information directly from you (such as when you register, fill forms, or contact us), and in some cases, from third parties or publicly available sources, consistent with POPIA provisions.

### 7.3 USE OF PERSONAL INFORMATION

7.3.1 The Privacy Policy details the purposes for which your personal information is processed, including but not limited to:

7.3.1.1 Providing and improving our services and Site functionality;

7.3.1.2 Managing your account and communications with you;

7.3.1.3 Complying with legal and regulatory obligations;

7.3.1.4 Marketing and promotional activities, subject to your consent and the right to object;

7.3.1.5 Security and fraud prevention.

7.4 LEGAL BASIS AND CONSENT

7.4.1 In line with POPIA Regulations, we obtain your consent in a manner that is:

7.4.1.1 Explicit, informed, and freely given;

7.4.1.2 Provided via accessible channels such as online forms, email, SMS, WhatsApp, or telephone;

7.4.1.3 Recorded and stored securely for audit purposes.

7.4.2 We also inform you of your rights to object to processing, especially for direct marketing, and provide multiple convenient channels to exercise these rights, including free and reasonable access to objection forms.

7.5 DATA SUBJECT RIGHTS

7.5.1 Our Privacy Policy outlines your rights under POPIA, which have been expanded and clarified by recent amendments, including:

7.5.1.1 The right to access your personal information held by us;

7.5.1.2 The right to request correction, deletion, or destruction of your personal information;

7.5.1.3 The right to object to the processing of your personal information, including for direct marketing;

7.5.1.4 The right to withdraw consent at any time, without affecting the lawfulness of prior processing;

7.5.1.5 The right to lodge complaints with the Information Regulator if you believe your rights have been infringed;

7.5.2 We provide clear instructions on how to exercise these rights, including contact details for our Information Officer.

7.6 PROTECTION AND SECURITY

7.6.1 The Privacy Policy describes the technical and organizational measures we implement to protect your personal information from unauthorized access, loss, or damage, such as encryption, access controls, and regular security audits.

7.7 DATA RETENTION

7.7.1 We retain your personal information only for as long as necessary to fulfill the purposes for which it was collected or as required by law, after which we securely delete or anonymize it.

7.8 SHARING AND TRANSFERS

7.8.1 Where applicable, the Privacy Policy explains:

7.8.1.1 How and why we share your personal information with third parties, such as service providers, regulators, or partners; and

7.8.1.2 The safeguards in place for any cross-border transfers of personal information, ensuring compliance with POPIA's Chapter 9 requirements.

7.9 UPDATES TO THE PRIVACY POLICY

7.9.1 We regularly review and update our Privacy Policy to reflect changes in legal requirements, business practices, or technology. The current version is always available on our Site, and we encourage you to review it periodically.

7.10 YOUR CONSENT TO THE PRIVACY POLICY

7.10.1 By using our Site, you expressly consent to the collection, use, and processing of your personal information as described in the Privacy Policy. If you do not agree with the terms of the Privacy Policy, please do not use the Site or provide personal information.

## 8. **COOKIES**

8.1 USE OF COOKIES

8.1.1 Our Site uses cookies and similar tracking technologies to enhance your browsing experience, analyze site traffic, and personalize content and advertisements. Cookies are small text files stored on your device when you visit websites.

8.2 TYPES OF COOKIES USED

8.2.1 Essential Cookies: Necessary for the operation of the Site (e.g., session management).

8.2.2 Analytics Cookies: Used to collect anonymous data about how visitors use the Site (e.g., Google Analytics).

8.2.3 Functional Cookies: Remember your preferences and settings.

8.2.4 Advertising Cookies: Used to deliver relevant ads and track ad performance.

8.3 CONSENT AND CONTROL

8.3.1 In compliance with POPIA and related laws, we:

8.3.1.1 Present a cookie consent banner on your first visit, explaining cookie categories and requesting your explicit consent before placing non-essential cookies;

8.3.1.2 Provide granular controls allowing you to accept or reject specific categories of cookies;

8.3.1.3 Do not place non-essential cookies unless you have actively consented; and

8.3.1.4 Maintain records of your cookie preferences for audit purposes .

8.4 MANAGING COOKIES

8.4.1 You may manage or disable cookies via your browser settings; however, disabling essential cookies may impair Site functionality. For detailed instructions, please refer to your browser's help section.

8.5 THIRD-PARTY COOKIES

8.6 Our Site may include cookies from third-party services such as social media, advertising networks. These third parties have their own privacy policies and cookie practices, for which we are not responsible.

## 9. INDEMNIFICATION

9.1 You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of the Site, your violation of these Terms, or your infringement of any rights of another user.

## 10. VARIATION OF TERMS

10.1 We reserve the right to modify or update these Terms at any time. Changes will be effective immediately upon posting on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically.

## 11. SUSPENSION AND TERMINATION

11.1 We reserve the right to suspend or terminate your access to the Site at any time, without notice or liability, for any reason, including if you violate these Terms. Upon termination, your right to use the Site will immediately cease, and any provisions which by their nature should survive termination will continue to be in force and effect.

## 12. GOVERNING LAW

12.1 These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of South Africa.

## 13. SEVERABILITY

13.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## 14. CONTACT INFORMATION

14.1 If you have any questions about these Terms, please contact us at:

14.1.1 info@finfix.co.za.

14.2 By using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

## 15. DISCLAIMER

15.1 NO WARRANTY

15.1.1 The information, content, and materials on this Site are provided "as is" without warranties of any kind, express or implied, including but not limited to accuracy, completeness, reliability, or fitness for a particular purpose.

15.2 LIMITATION OF LIABILITY

15.2.1 To the fullest extent permitted by law, the Company and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of or inability to use the Site, including errors or omissions in content.

15.3 EXTERNAL LINKS

15.3.1 The Site may contain links to third-party websites for your convenience. We do not endorse or guarantee the accuracy or reliability of any linked content and disclaim all liability arising from your use of such external sites.

15.4 PROFESSIONAL ADVICE

15.4.1 Nothing on this Site constitutes professional, legal, or financial advice. You should consult a qualified professional for advice tailored to your circumstances.

**COOKIE POP UP NOTIFICATION**

FinFix Shared Services (Pty) Ltd Cookie Notice

We use cookies and similar tracking technologies on this website to enhance your browsing experience, analyze site traffic, and provide personalized content and advertising.

What are Cookies?

Cookies are small text files stored on your device that help us recognize you and remember your preferences.

Types of Cookies We Use:

Essential Cookies: Necessary for website functionality and cannot be disabled.

Analytics Cookies: Help us understand how visitors use our website (e.g., Google Analytics).

Functional Cookies: Remember your preferences and settings.

Advertising Cookies: Deliver relevant ads and measure their effectiveness.

Your Consent

In compliance with the Protection of Personal Information Act (POPIA) and its 2025 amended regulations, we require your explicit consent before placing any non-essential cookies on your device. You may:

Accept all cookies to improve your experience.

Customize your cookie preferences by selecting which categories you consent to.

Reject non-essential cookies without affecting your ability to use essential site features.

How to Manage Cookies

You can change or withdraw your consent at any time by clicking the “Cookie Settings” link at the bottom of the page or by adjusting your browser settings. Please note that disabling essential cookies may impact website functionality.

Third-Party Cookies

Some cookies are set by third parties (e.g., social media platforms, advertising partners). We do not control these cookies and recommend reviewing their privacy policies.

Record of Consent

We keep a secure record of your cookie preferences as required by POPIA for audit and compliance purposes.

More Information

For detailed information on how we collect, use, and protect your personal information, please review our Privacy Policy. Learn more [insert link to website terms and conditions].

UNDERSTAND AND CONSENT LINK

I understand and consent [insert link to click to confirm acceptance]