

# PRUDENTIAL NAMIBIA UNIT TRUSTS ONLINE TERMS AND CONDITIONS



## Online Terms and Conditions are valid and effective as of 30 June 2017

### 1. Definitions and interpretation

#### 1.1. Definitions

For the purposes of these Terms, unless otherwise indicated by the context -

- 1.1.1. "Access Information" shall have the meaning ascribed thereto in clause 5.1.1;
- 1.1.2. "Anti-Bribery Laws" means the (i) Prevention and Combatting of Corrupt Activities Act, 2004 and any other local, national or international statute or regulation that may come into force and be applicable to the Manager and these Terms, and (ii) Prudential PLC's (UK Listed) policy on anti-bribery and corruption, as amended from time to time;
- 1.1.3. "Client Service Centre" means the the Manager telephone support centre through which the User may contact a consultant of the Manager;
- 1.1.4. "Electronic Communication" means any text, voice, sound, image or video message sent over an electronic communications network which can be stored in the network or in the recipient's terminal equipment until it is collected by the recipient or on the recipient's behalf;
- 1.1.5. "FIA" means the Financial Intelligence Act No. 13 of 2012;
- 1.1.6. "Instruction" means an instruction given or written request made by a User to the Manager via an Online Account in order for the Manager to perform a transaction relating to the Online Services;
- 1.1.7. "Loss" means all losses (including, but not limited to those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines, penalties, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) and "Losses" shall have a corresponding meaning;
- 1.1.8. "Online" means all activity performed by the User via the Website;
- 1.1.9. "Online Account" means a User's account, accessed via the Website, and through which the User accesses and utilises the Online Services, and which encompasses the Access Information and rights of permission of a User;
- 1.1.10. "Online Services" means the online financial services and/or products offered by the Manager on the Website;
- 1.1.11. "Online Session" means the uninterrupted period during which the User has access to the Online Services from time to time;
- 1.1.12. "Personal Information" means any personal information or data regarding the User which is provided by the User to the Manager pursuant to the use of the Online Account and/or the Online Services, including but not limited to the Access Information;
- 1.1.13. "the Manager" means Prudential Namibia Unit Trusts Ltd (Registration Number: 2007/609), and includes its holding company, and all subsidiaries, affiliates and related entities;
- 1.1.14. "User" means any person, including any client of the Manager, who consents to or who is authorised to use the Online Services, and who shall be bound by these Terms;
- 1.1.15. "Website" means the website found at [www.myprudential.co.za](http://www.myprudential.co.za) on which the Manager provides the Online Services from time to time;

#### 1.2. Interpretation

In these Terms, unless otherwise indicated by the context –

- 1.2.1. Words importing one gender shall include the other genders, words in the singular shall include the plural and vice versa and natural persons shall include created entities.
- 1.2.2. Clause headings have been inserted for convenience only and should not affect your interpretation of the Terms.
- 1.2.3. The rule of construction, that these Terms must be interpreted against the party responsible for the drafting or preparation of the Terms does not apply.
- 1.2.4. The use of the words "include" or "including" in these Terms

followed by a specific example/s shall not be construed or interpreted as limiting the meaning of the general wording preceding it.

### 2. Acceptance and application of terms

- 2.1. This document sets out the terms and conditions ("Terms") pertaining to the User's access and use of the Online Account and the Online Services, as well as use of the Website. These Terms constitute a contract between the User and the Manager, and shall at all times govern the User's access and use of the Online Service and the Online Account.
- 2.2. A User may not access his/her Online Account or use the Online Services unless he agrees to abide by the Terms. Each time the User logs in to the Online Account or accesses the Online Services, the User shall be deemed, by such access and/or use, to have accepted and be bound by these Terms. Accordingly, it is very important that the User reads these Terms and any other documents referred to herein very carefully.
- 2.3. Should the User not accept these Terms or if the User disagrees with any of these Terms, then the User must immediately refrain from accessing the Website and the Online Account, and/or using the Online Services.

### 3. Important provision in these terms

These Terms contain specific provisions which limit the Manager's exposure to legal liability and in certain circumstances allocate risk or liability to the User. Some of these provisions do have the effect of limiting the User's rights in law and conferring obligations on the User by virtue of the User's agreement to these Terms. Please pay particular attention to these provisions since they limit the User's ability to recover Losses that the User may incur in connection with its use of the Online Services and/or this Website.

### 4. Amendments to these terms

- 4.1. the Manager may in its sole discretion amend and/or substitute any of, or the whole of, these Terms from time to time, which amended or new Terms will be posted on the Website. The User acknowledges that by the User accessing the Website and/or the Online Account from time to time, the User agrees to be bound by the current version of Terms and, unless otherwise stated in the current version, all previous versions shall be superseded by the current version of the Terms.
- 4.2. Without derogating from the foregoing and without imposing any obligation on the Manager whatsoever, the Manager reserves the right to notify User's of any amendment of the Terms either by means of Electronic Communication (including email or SMS) or by posting a notice on the Website.

### 5. Access to and security of online account

#### 5.1. Accessing the Online Account

- 5.1.1. In order for a User to access the Online Account and/or make use of the Online Services, the User will be provided with a username and be requested to create a secure password which is unique to the User ("Access Information").
- 5.1.2. When establishing and thereafter when accessing an Online Account, and/or when using the Online Services, the User undertakes that he will use only accurate and truthful information about himself/herself and will not imitate any other person or assume a false identity.
- 5.1.3. The Access Information serves as its key to access its Online Account and/or the Online Services. Each time the User accesses the Website to login to his/her Online Account for the purposes of utilising the Online Services, the User will be prompted to enter his/her Access Information. A unique log-in identifier will be automatically delivered to the User by the Manager by means of a real time SMS to the User's mobile phone. The Access Information and unique log-in identifier will be required to successfully login in to the Online Account.
- 5.1.4. Should the User not receive the unique log-in identifier within 5 (five) minutes of having logged into the Online Account, the User is required to immediately contact the Client Service Centre in order to determine and rectify the failure. Thereafter the Manager which will arrange for another PIN to be delivered to the User.

- 5.1.5. Where applicable, the User must inform the Manager of his/her new mobile number without delay. In the event that the User fails to inform the Manager of his/her new mobile phone number, the User authorises the Manager to treat all transactions as having been lawfully performed by or on behalf of the User and for the Manager to duly give effect to any Instruction. The provision of this clause shall apply irrespective of the fact that the User's mobile phone malfunctions or is disabled, lost or stolen.
- 5.1.6. The User may be required to deliver certain information to the Manager required under FIA, and the User should take note that it is the User's responsibility to notify the Manager in writing should there be any change to that information and the User is aware that the Manager may not transact on or give effect to any Instruction on the User's behalf until such time as the relevant FIA documentation is in order. In addition, the Manager reserves the right to call for such additional documentation as the Manager may require, and in particular for any FIA documentation to be updated periodically at the Manager's discretion. Should the User fail, in good time, to provide the Manager with such information and/or documentation as may be required in terms of FIA, the Manager may in its sole discretion and subject to applicable law, take steps to block the Online Account until all outstanding information and/or documentation has been provided to the Manager's satisfaction.
- 5.2. Security Provisions relating to the Access Information
- 5.2.1. The User accepts and understands that he is at all times responsible for the security of the Access Information. The User undertakes to ensure that the Access Information is neither easily accessible nor disclosed to anyone. To this extent, the Manager shall not be liable for any Loss arising from the unauthorised use of the Access Information, or as a result of the User having lost or forgotten his/her Access Information. Storing the Access Information on a computer the Manager or network will be regarded as prima facie negligent for purposes of evidence with regard to unauthorised transactions.
- 5.2.2. Should the User experience any difficulty logging into his/her Online Account or should the User have lost or forgotten his/her Access Information, the User must please contact the Client Service Centre for assistance.
- 5.2.3. If the User forgets his/her Access Information, the User will not be able to access his/her Online Account until such time as the User has obtained or created new Access Information.
- 5.2.4. In the event that a User becomes aware or reasonably suspicious that the secrecy of his/her Access Information has been or will soon be compromised in any way; or that any unauthorised third party knows of and has accessed the Online Account and has submitted a fraudulent Instruction, or any other breach of security, the User must immediately contact the Client Service Centre. On receipt of the User's notification, the Manager shall –
- 5.2.4.1. deactivate the Access Information and the User will be required to change his/her Access Information; and/or
- 5.2.4.2. reject or suspend the processing of any Instruction received after the User's notification, provided that all required documentation has been completed and submitted to the Manager.
- 5.2.5. Any delay in providing notification as set out in 5.2.4, shall be presumed to be prima facie proof of negligence on the part of the User, and the User shall bear the onus of proving the contrary.
- 5.2.6. Where there has been or suspected to have been fraudulent access to, or a fraudulent Instruction submitted via the Website, the User will give the Manager his/her full co-operation in any investigation the Manager may carry out.
- 5.2.7. The User shall be obliged to log off from the Online Account and/or Online Services before exiting the Online Session. Failure to log off could result in unauthorised transactions for which the Manager will not be held liable.
- 5.2.8. the Manager may, in its sole discretion, and for any reason whatsoever require a User to change his/her Access Information from time to time, and the User undertakes to comply with such requirement unconditionally.
- 5.2.9. Notwithstanding the aforesaid, by registering or entering his/her Access Information when using the Website and/or the Online Services, the User agrees –
- 5.2.9.1. to use the Website and the Online Services solely for legitimate purposes;
- 5.2.9.2. not to use any other person's Access Information without their prior written consent, which consent must be complete, accurate and held on record with the Manager;
- 5.2.9.3. to assume and bear full responsibility for all risks arising out of the use of the Website and the Online Services and any other person using the Access Information of the User; and
- 5.2.9.4. that the Manager will not be responsible for Losses incurred by the User relating to, without limitation, (i) the use of the User's Online Account by any person other than the User, (ii) arising as the result of abuse, misuse or unauthorised use of the Access Information of the User or (iii) any other negligent act or omission by the User, and furthermore the User accepts that he will be personally liable for all transactions concluded on the Online Account of the User.
- 6. Locking an online account**
- the Manager reserves the right to lock an Online Account at any time without notice. The reason/s for this may include (but are not limited to) that –
- 6.1. the Access Information is entered incorrectly 3 (three) times in succession;
- 6.2. the Manager are notified and/or suspect that the secrecy of the Access Information has been compromised; and/or
- 6.3. the Manager is notified and/or suspect that there may have been fraudulent access of an Online Account.
- 7. Availability of the website, online account and the online services**
- 7.1. the Manager shall use its best endeavours to ensure that the Website, the Online Account and the Online Services are continuously available to the User.
- 7.2. the Manager shall at all times and for whatsoever reason, have the sole and exclusive right to temporarily or permanently suspend or terminate the operation of or the User's access to the Website, Online Account and/or the Online Services without any prior notification or giving any reasons for such termination or suspension.
- 7.3. The User hereby acknowledges and accepts that the Website, the Online Account and the Online Services may become unavailable from time to time due to various circumstances, which may include –
- 7.3.1. routine maintenance and software upgrades - the Manager will try to ensure that this does not take place on business days between 6am and 7pm South Africa Standard Time;
- 7.3.2. unavailability of telecommunications or electricity services;
- 7.3.3. security concerns;
- 7.3.4. technical failures;
- 7.3.5. problems with the the Manager's information technology system or third party information technology systems; or
- 7.3.6. other circumstances beyond the control of the Manager.
- 7.4. Where possible, the Manager will attempt to notify the User in advance of any significant downtime in the operation of the Website, the Online Account and/or the Online Services.
- 7.5. the Manager shall not be held liable for any Loss incurred, suffered, caused or arising from any interruption, malfunction, downtime (the unavailability) or other failure of the Website, the Online Account, the Online Services (either in part or as a whole), or the the Manager systems or databases, for any reason whatsoever.
- 8. The transmission of personal information**
- 8.1. the Manager shall do all such things as are reasonably necessary to (i) protect the User's rights of privacy while using the Website, the Online Account and the Online Services and (ii) ensure the confidentiality of

any Personal Information (including the Access Information) provided to or collected by the Manager when accessing the Online Account.

- 8.2. However, the User acknowledges and agrees that information transmitted via Electronic Communication is susceptible to unlawful access and/or monitoring. the Manager does not warrant and cannot guarantee the security of confidentiality of any information which the User may provide to the Manager by Electronic Communication. Information which the User transmits to the Manager in this manner is entirely at the User's own risk, and under no circumstances will the Manager be held responsible or liable for any Loss, harm or damage suffered by the User as a result thereof. the Manager reserves the right to request independent verification of any information transmitted via the Website, the Online Account or by email, and the User consents to such verification in the manner the Manager deems necessary.
- 8.3. If a User needs to send such information to the Manager and is concerned about the security of this information, the User must please contact the Manager and the Manager will advise the User of the most appropriate transmission method.

## 9. Security of information

- 9.1. The User consents to the Manager, in its sole discretion, recording and processing the User's electronic records (comprising of the Personal Information of the User), which may be used by the Manager and any other member of the the Manager group of companies, and shall be subject to applicable privacy and data protection legislation and the Manager's Privacy Policy. The Privacy Policy is incorporated into these Terms by reference and shall bind the User and the Manager.
- 9.2. By registering an Online Account, accessing the Online Account and utilising the Online Services, the User provides Personal Information to the Manager. All Information held by the Manager and the Manager's use of such Personal Information will be in compliance with applicable privacy and data protection legislation, and the Manager's Privacy Policy. The Privacy Policy sets out further information on how the Manager collects, processes, shares and protects the Personal Information of the User.
- 9.3. Insofar as sharing of Personal Information is concerned, all Personal Information supplied to or collected by the Manager is kept strictly confidential and will not be passed onto or sold to third parties without the User's written consent. Notwithstanding the aforesaid, the Manager will disclose or report Personal Information (i) if and when required to do so by law (in Namibia) or any regulatory authority, and (ii) to our employees or agents who require such information to carry out their duties. the Manager undertakes that before such Personal Information is disclosed to any of its employees or consultants, such persons shall be advised of the Manager's Privacy Policy.

## 10. Submitting instructions

- 10.1. When a User submits an Instruction via its Online Account, the User warrants that –
- 10.1.1. all information provided and all supporting documents signed by the User (if applicable) in connection with the Instruction, is current, accurate, true, and complete;
  - 10.1.2. the User is legally capable, entitled and authorised to submit the Instruction; and
  - 10.1.3. the User complied with all applicable statutory provisions.
- 10.2. All your Instructions will be deemed to have taken place at the Manager's head office in Windhoek, Namibia.
- 10.3. the Manager is entitled to, and shall, regard all Instructions received from the User (as submitted through the Access Information) as actually originating from and authorised by the User and to act on such Instruction. This will not apply to instructions that are submitted after the User requests that the Manager cancels such Access Information.
- 10.4. Under no circumstances shall the Manager be held liable for any actions taken on unauthorised Instructions.
- 10.5. The User acknowledges and agrees that the Instruction becomes irrevocable once submitted to and received by the Manager. Unless otherwise specified, an Instruction is deemed to have been submitted once the User has positively indicated his/her verification of the instruction by means of the functionality available on the Website or his/her mobile phone, whichever is applicable. An Instruction will be deemed to be

received by the Manager when the communication is received on our web server.

- 10.6. the Manager shall not be liable for the User executing and/or submitting:
- 10.6.1. the same Instruction more than once, and neither Instruction shall be reversible; and/or
  - 10.7.1. an incorrect Instruction, and the incorrect Instruction shall not be reversible
- 10.7. Subject to 10.8, the Manager will use reasonable endeavours to carry out the Instruction/s received through the Online Account in a prompt and timeous manner. If the Manager receives an instruction on a weekend or public holiday, the Manager will start processing it on the next business day. However, the Manager shall not be responsible, and disclaims all liability for, any claims arising from the late or delayed attendance by the Manager to an Instruction, it being agreed that all Instructions are issued solely at the User's own risk.
- 10.8. the Manager reserves the right to reject or suspend the execution of an Instruction at any time should the Instruction appear suspicious or out of the ordinary to the Manager. On so rejecting or suspending an Instruction, the Manager undertakes to contact the User within a reasonable period of time and to verify the Instruction by such means as the Manager may determine, in its sole discretion.
- 10.9. the Manager shall not be held liable for, and the User hereby indemnifies and holds the Manager harmless against, any and/or all Loss suffered by the User or any third party as a result of the Manager acting, or failing to act, on incomplete and/or incorrect and/or unauthorised Instructions, or in the event that there is a delay in the processing of any Instruction, except where the delay is solely attributable to gross negligence on the Manager's part.

## 11. Signature and authority by client

- 11.1. Using the Access Information represents a valid and binding electronic signature and therefore forms the basis for the Manager to –
- 11.1.1. enable the User to access the information permitted by the Online Account; and
  - 11.1.2. act on any Instruction/s given during an Online Session.
- 11.2. The submission of an Instruction using the Access Information shall constitute and have the same effect as a written, signed authority delivered to the Manager.

## 12. Equipment and software to use the online services

- 12.1. To be able to access and utilise the Online Account and the Online Services, the User must have and maintain the necessary hardware, software and access to third-party communication services.
- 12.2. The User will be responsible for paying the cost of this and the cost of any upgrades that the User may require to access and utilise the Online Account and the Online Services. The User will be responsible for paying the relevant network or wireless and data service charges that the User incurs when using the Online Account and Online Services via the User's chosen communication device.
- 12.3. The User is at all times responsible for the equipment that the User makes use of to access the Online Account or utilise the Online Services. The User acknowledges and agrees that the Manager has no control over such equipment, software or service providers, and accordingly, the Manager shall not be responsible for any error or delay that may arise as a result, and neither shall the Manager be responsible if the User is unable to access his/her Online Account or utilise the Online Services because of the User's equipment, software or any related services provided to the User by any third parties.

## 13. Linking to and from third party websites and third party content

- 13.1. the Manager may provide links to third party websites (external hyperlinks) on the Website or the Online Account. These links are provided to the User for convenience purposes only and the Manager does not endorse such linked websites or the contents. These web pages are beyond the control of the Manager, accordingly the User acknowledges and agrees that the Manager is not responsible for and gives no warranties or makes any representations in respect of the content, privacy policies or practices of such linked or any third party websites on this Website. The User is entirely responsible for identifying and familiarising itself with any terms of use which shall govern the relationship with the third

party.

- 13.2. The User agrees that the Manager shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any Loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website or the Online Account. Any dealings that a User may have with any linked websites, including advertisers, found on the Website are solely between the User and the third party site, and are entirely at the User's own risk.
- 13.3. No person shall be entitled to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to this Website or any subsidiary pages, without the prior written consent of the Manager.

#### 14. Security of online services

- 14.1. In order to ensure the security and reliable operation of the Website, the Online Account and the Online Services, the Manager hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 14.2. The User acknowledges and agrees that it may not utilise the Website, the Online Account and/or the Online Services in any manner which may compromise the security of the Manager's networks or systems in any manner whatsoever. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should the Manager suffer any damage or Loss, then civil damages shall be claimed by the Manager against the User.

#### 15. Intellectual property rights

- 15.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them –
- 15.1.1. "copyright" means whether existing now or in the future, in and to, the Website and the Online Service including without limitation, designs and documentation relating thereto;
- 15.1.2. "intellectual property rights" means all intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Manager, including without limitation, the Manager's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trade marks, trade names, styles, insignia, designs, patents and copyright relating to the Website and the Online Services, whether registered or not.
- 15.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, private information, designs, agreements, and multimedia works, published on or via the Website and/or the Online Services, are the property of, or are licensed to, the Manager and as such are protected by both national and international intellectual property laws (legislation and treaties). Accordingly, any unauthorised copying, reproduction, retransmission, distribution, disseminating, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright.
- 15.3. Nothing contained on the Website should be constituted as granting any license or right to use any trade mark, logos or service marks without the written permission of the Manager.
- 15.4. Irrespective of the existence of copyright, the User acknowledges and agrees that the Manager is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes proprietary or confidential information or not, and that the User has no right, title or interest in any such material.
- 15.5. In the event that the Online Services or part thereof are provided under licence to the Manager from third parties, use of that part of the Online Services shall bind the User to any additional terms that the Manager or such third party shall notify the User from time to time.

#### 16. Warranty

- 16.1. The User warrants to the Manager that it (i) has the requisite legal capacity to access and make use of the Online Services; (ii) has complied with all applicable statutory provisions; and (iii) has read, understood and accepted these Terms.
- 16.2. These Terms evidence the sole terms and conditions governing the

User's access to the Website and the Online Account, and use of the Online Services. The User acknowledges and agrees that any warranties, statements or representations of whatever nature and in whatever form, granted or made by the Manager, its employees, agents or advisors which are not evidenced in the Terms shall not be valid and enforceable and the User shall not hold the Manager liable to any such warranty or representation, whether made prior to, during or after accepting the Terms.

#### 17. Disclaimer relating to professional advice

- 17.1. the Manager does not act as the User's financial advisor. It is expressly recorded and agreed that the Online Service or any other service/s available on or via the Website, or any materials or information published on the Website, are only intended to provide general information regarding the Manager and the Online Services, and does not constitute legal, financial, accounting, tax, investment, consulting or other professional advice of any nature whatsoever.
- 17.2. All materials or other content on the Website are provided "as is" and the User shall not place reliance in taking actions which might affect the User's finances without consulting the Manager directly or seeking advice from a qualified professional advisor.

#### 18. Limitation of liability, disclaimer and indemnity

- 18.1. The User acknowledges and agrees that the Online Services, and any materials, information or content on the Website are provided "as is" and the Manager makes no express or implied representations or warranties of any kind with regard thereto.
- 18.2. Without limiting the generality of the foregoing –
- 18.2.1. the Manager does not warrant that the Website or that the Online Services will be error-free or that they shall meet any particular criteria of performance or quality. the Manager expressly disclaims all implied warranties, including without limitation, warranties of merchantability, completeness, fitness for a particular purpose, non-infringement, compatibility, security, integrity and accuracy;
- 18.2.2. whilst the Manager has taken reasonable measures to ensure the integrity of the Website, its contents and the Online Services, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website and/or the Online Services are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system;
- 18.3. Neither the Manager, any company in the Prudential group of companies, its shareholders, agents, consultants or employees will be liable for any Loss or damages whatsoever relating to the use by any person, including Users, of the Website, or the Online Services or the information contained therein, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise. Without derogating from the generality of the foregoing, the Manager shall not be liable for –
- 18.3.1. any Loss or damages with regard to User data or other data directly or indirectly caused by malfunction of the the Manager system, power failures, unlawful access to or theft of data, com the Managerer viruses, or programming defects;
- 18.3.2. any interruption, downtime or other failure of goods or services provided by third parties, including, without limitation, any telecommunications service providers, internet service providers, electricity suppliers, local authorities and certification authorities.
- 18.4. the Manager shall not be liable to the User for any Loss or damages arising from any unauthorised use of the Online Account or the Online Services, whether as a result of fraud, the theft of any of the User's equipment or as a result of any compromise to the confidentiality of the Access Information, and the User indemnifies the Manager accordingly.
- 18.5. The User hereby indemnifies the Manager and agrees to hold harmless the Manager (including the director's, employees, agents, consultant's and advisors of the Manager) against any and/or all Loss or damages, suffered or incurred by the Manager or instituted against the Manager as a direct or indirect result of -
- 18.5.1. the User's access to and use of the Website, the Online Account and/or the Online Services;

- 18.5.2. the User's failure to comply with these Terms;
- 18.5.3. the User's misuse or abuse of any of the Manager's information;
- 18.5.4. the use or possession of any third party software, programs and support services supplied by, obtained by or modified by the User or any third party; or
- 18.5.5. any unavailability of, or interruption in, the Online Services;
- 18.5.6. the provision of incorrect, inaccurate, incomplete or fraudulent information in any Instruction.

## 19. Breach; cancellation by the Manager

- 19.1. the Manager is entitled, without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such User use and access of the Website, the Online Account and/or the Online Services, should -
  - 19.1.1. a User breach any of these Terms, or have acted in a manner which, in the sole discretion of the Manager, shows that the User does not intend to, or is unable to comply with the provisions of the Terms; or
  - 19.1.2. a User damages or harms in any way the re the Manageration of the Manager;
  - 19.1.3. a User infringe any legislation, regulation, ordinance or other applicable law;
  - 19.1.4. the Manager be required to terminate the Terms by reason of law (for example, where the provision of the Online Services to the User is, or, becomes unlawful); or
  - 19.1.5. the provision of the Online Services is or becomes, in the Manager's reasonable opinion, no longer commercially viable.
- 19.2. Breach of these Terms entitles the Manager to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to the Manager on an attorney and own client scale.

## 20. Force majeure

In the event of any failure, interruption or delay in the performance or breach of the Manager's obligations hereunder, including, without limitation, the obligation to accept Instructions through the Online Account, resulting from acts, events or circumstances not within the Manager's control (including but not limited to acts of God, industrial dis the Manageres, acts or regulations of government bodies and authorities or of any investment exchange or clearing house or the breakdown, failure or malfunction of any telecommunications systems, or com the Managerer hardware, software or services, including electrical power failures or interruptions and the failure of any agent or third party provider to the Manager), then the Manager shall not be liable to the User or any other person in respect of any direct, indirect or consequential liability, Loss, damage or cost of any kind or nature.

## 21. Anti-bribery and corruption

- 21.1. The User acknowledges that as part of a global financial services group, the Manager and its affiliates are committed to creating and delivering sustainable value for their investors and the Manager conducts its business in an honest, ethical and professional manner and adheres to the highest standards of corporate governance.
- 21.2. the Manager and its affiliates belong to the UK listed Prudential PLC group of companies (the "Prudential Group"). the Manager adheres to the Prudential Group policy on anti-bribery and corruption, and is subject to South Africa's Prevention and Combating of Corrupt Activities Act, 2004 (the "Anti-bribery Law").
- 21.3. the Manager has always adopted a zero tolerance towards all corrupt activities.
- 21.4. the Manager forbids and does not support any individuals or organisations that participate in any acts of fraud, bribery, corruption or in the practice of making use of facilitation payments, where facilitation payments is defined as "payments" made as a way to get or speed up a legitimate service that is offered by a government agent. Facilitation payments do not include legitimate fees that are payable for that service and the fees are applicable to anyone receiving the same or similar service. Facilitation payments also do not include the payment of a "fast track" fee as long as the faster service is available to anyone paying a similar fee. Nor do they include the provision of resources to assist the government agent to more efficiently provide the services that are supplied. These acts are

illegal and have the ability to cause damage to the re the Manageration of the Prudential Group.

- 21.5. In the circumstances, the User undertakes at all times to:
  - 21.5.1. comply with all applicable anti-bribery and anti-corruption laws and regulations;
  - 21.5.2. not offer any bribe or facilitation payment to any public official or other person;
  - 21.5.3. not accept any bribe or corrupt payment in respect of any activity related or attributable to the Manager or its affiliates; and
  - 21.5.4. not to do anything that may cause the Manager or any of its affiliates to breach the Anti-bribery Law.
- 21.6. If the User breaches, or appears to breach, this clause then the Manager may immediately terminate the User's access to the Website, the Online Account and/or the Online Services without further notice to the User.

## 22. Governing law and jurisdiction

- 22.1. These Terms shall be governed by and construed in accordance with the laws of Namibia.

## 23. General compliance with laws

Without prejudice to any other provision set out in these Terms, the User undertakes that he shall at all times comply with all applicable laws, statues, ordinances and regulations of Namibia pertaining to the User accessing the Website or the Online Account and/or the User's use of the Online Services or any related services provided by the Manager.

## 24. Cession and assignment

Neither party shall be entitled to cede, assign, transfer or delegate all or any of its rights, obligations and/or interest in, under or in terms of these Terms to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that the Manager may effect such cession, assignment, transfer or delegation to any company in the Prudential Group without the consent of the User.

## 25. Severability

If any provision in these Terms is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of these Terms, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction. For the avoidance of any doubt, the remaining Terms shall be enforced to the full extent of the law and remain binding on the User and the Manager.

## 26. Whole agreement

These Terms constitute the entire agreement between the User and the Manager relating to the subject matter hereof, and no agreement, representations or warranties between the User and the Manager other than those set out herein are binding on the User and the Manager.

## 27. No variation

No change, cancellation of, or addition to these Terms by you will be enforceable, unless the Manager in writing and signed by both the User and the Manager.

## 28. Waiver

The failure of the Manager to exercise or enforce any right or provision of these Terms, in particular with respect to a breach by you or others of these Terms, does not constitute a waiver of such right or provision, nor does it constitute a waiver to act with respect to similar or subsequent breaches.