PORTMAN WEALTH

PAIA & POPI MANUAL

PAIA AND POPI MANUAL

THIS MANUAL WAS PREPARED IN ACCORDANCE WITH SECTION 51 OF THE PROMOTION OF ACCESS TO INFORMATION ACT, 2000 ("The Act") AND TO ADDRESS REQUIREMENTS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 ("POPI")

This manual applies to Portman Wealth Solutions (Pty) Ltd (the "Company")
Email address: sally.dixon-smith@portmanwealth.com

TERMS AND CONDITIONS OF USE FOR THE WEBSITE

1. SCHEDULE

1.1	The Organisation	Portman Wealth Solutions (Pty) Ltd
1.2	Physical address	54 Peter Place, 1st Floor, Aberdeen House, Peter Place Park, Bryanston, 2191
1.3	Vat Number	4220269957
1.4	Email address	sally.dixon-smith@portmanwealth.com
1.5	Website address	https://portmanwealth.com/

2. INTRODUCTION

Welcome to the website set out in item 1.6 of the Schedule ("**Website**"), owned and operated by the Organisation set out in item 1.1 of the Schedule ("**Organisation**"). These Terms and conditions of use ("**Terms**") set out the Terms that regulate the use of the Website by the user ("**you, your or yourself**").

3. ACCEPTANCE OF TERMS

These Terms take effect as soon as you access the Website and constitute a binding agreement between the Organisation and yourself. The current version of these Terms will govern both the Organisation's and your rights and obligations each time you access this Website. If you do not agree with any provision contained in these Terms, you must immediately cease to use the website. Your failure to do so, and your continued use of and access to the Website, will mean that you have read, understood and agree to be bound in full by the provisions of these Terms. Unless the contrary is specified, these Terms apply whether you use and access either free or paid-for services offered by the Organisation on the Website.

4. USE OF THE WEBSITE

4.1. By accessing the Website, you warrant and represent that (i) your use of the website is for lawful purposes, (ii) you are over 18 (Eighteen) years of age, and (iii) you can legally conclude a binding agreement with the Organisation. You further warrant that you will not contravene any South African or international laws by using the Website, any services offered on the Website or any information provided to you by the Organisation through your use of the Website.

4.2. Except as expressly authorised by these Terms, you may not use, alter, copy, distribute, or transmit any content contained on this Website.

5. USE OF INFORMATION

5.1. The Organisation conducts its business in accordance with all South African legislation applicable and relevant to its business. One aspect of such legal compliance pertains to data protection. The Organisation values the privacy of your information and will protect your personal information in accordance with all relevant laws and regulations. This includes the Protection of Personal Information Act no 4 of 2013 ("**POPIA**") and all regulations promulgated in terms thereof.

5.2. By using the Website, and thereby accepting to be bound by these Terms, you expressly acknowledge, agree and consent to the Organisation and our suppliers, or any person authorised on our behalf, using your personal information, as this Term is defined by POPIA ("**Personal Information**") for any purpose necessary for you to use the Website, or for the Organisation to render any service to you via the Website.

6. AMENDMENT OF TERMS

6.1. The Organisation, in its sole discretion, reserves the right to amend these Terms at any time. Any such amendments will come into effect immediately and automatically. Whenever the Organisation concludes any amendments to these Terms, the amended Terms will be posted on this page, together with an indication at the bottom of the page as to the date upon which the Terms were last revised. You agree to review these Terms for any such amendments whenever you visit the Website, and you will be deemed to have done so.

6.2. Should you not agree to any amendments of these Terms, you must immediately cease to access and use the Website.

7. CONTENT OF USERS

7.1. There are certain areas on the Website that allow users of the Website to upload questions, data, and other information ("**User Content**"). As a user, you are solely responsible for the User Content that you upload, display, and / or otherwise make available ("**Add**") to the Website, and you hereby agree that the Organisation is only a conduit for the online sharing, distribution and publication of your User Content. The Organisation will not review or reference any such User Content except as may be provided in the Organisation's privacy policy or as may be required by law. Unless otherwise stipulated by law, or unless the contrary is specified in any other Terms and conditions of the Organisation, all User Content is owned by the User who adds it to the Website. Subject to the aforegoing two provisos, the Organisation does not claim any ownership rights in any User Content.

7.2. You agree not to Add any User Content that contains any information or content that (i) is not legally permitted; (ii) you do not have a right to make available under any law, or under contractual or fiduciary relationships; and / or (iii) you know is incorrect and / or inaccurate. You agree that any User Content that you Add to the Website does not and will not violate any third-party rights of any kind.

8. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

8.1. For purposes of these Terms, “Intellectual Property Rights” means “any and all Intellectual Property Rights of whatsoever nature and form including, without limitation, patents, designs, copyright, trademarks, trade secrets and / or know-how, whether in existence now or whether arising in the future, and including all applications and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

8.2. Unless the contrary is expressly specified in these Terms, any and all content and material of whatsoever nature and form contained or depicted on the Website, or incorporated or embedded in any service offered on or via the Website, including, without limitation software, images, text, graphics, illustrations, logos, branding, and/ or photographs (“**Organisation Content**”), and all Intellectual Property Rights subsisting in such Organisation Content, vest exclusively in the Organisation. You hereby agree and undertake that you will at no time lay any claim to the Organisation Content, and / or to any Intellectual Property Rights subsisting in such Organisation Content.

8.3. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or to any Intellectual Property Rights belonging to the Organisation, and you agree and undertake that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (i) modify, port, translate, localise or create derivative works of the Organisation Content, or any part thereof; (ii) by any means whatsoever, decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms contained or incorporated in any Organisation Content, or any part thereof, , or disclose any of the foregoing; (iii) sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute the Organisation Content, or any part thereof, including any Intellectual Property Rights subsisting therein, without the express written consent of the Organisation; (iv) encumber or create any lien or security interest in respect of any Organisation Content or any Intellectual Property Rights subsisting therein; and (v) knowingly take any action that would cause any of the Organisation Content to be placed in the public domain, or that would infringe any Intellectual Property Rights in the Organisation Content. Use of the Organisation Content, and any Intellectual Property Rights subsisting therein, for any purpose not expressly permitted by these Terms is strictly prohibited.

8.4. You understand and acknowledge that you may be exposed to User Content that is inaccurate, misleading and / or offensive and you agree that the Organisation will not be liable for any damages you allege to incur as a result of exposure to such User Content.

9. DISCLAIMER OF WARRANTIES AND LIABILITIES

9.1. The Organisation does not make any warranties, representations, statements or guarantees, whether express, implied in law or residual, regarding the Website and any services offered on or via the Website, and these are provided on an "as is" basis. The Organisation also does not make any warranty or representation that any information contained on the Website or included in any services is appropriate for use in any jurisdiction.

9.2. Use of the Website, any Organisation Content and / or any service offered as a part thereof is entirely at your own risk. The Organisation makes no representations, warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of any of the aforegoing.

9.3. The Organisation does not assume any responsibility for any errors, omissions or inaccuracies in the Website, the Organisation Content and / or any service that may be offered pursuant thereto.

9.4. Neither the Organisation nor its shareholders, officers, directors, employees, affiliate companies, agents and advisors ("**Indemnified Parties**") shall be responsible for, and deny, all liability for any loss, harm, damage (whether direct, indirect or consequential) and / or expense of any nature whatsoever which may be suffered by you and / or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of (i) the Website, and / or (ii) any information contained on or received via the Website (including any reliance you may place on such information), (iii) any Organisation Content, (iv) any services provided pursuant to the Website.

9.5. Without limiting the generality of the aforegoing, the Indemnified Parties shall not be liable for any (i) loss of business, data and / or profits, (ii) failure and / or unavailability of the Website for any reason whatsoever, and / or (iii) failure / delay by any third party service provider to render any service/s which are necessary to ensure the availability of the Website.

9.6. You hereby indemnify the Indemnified Parties against any loss, liability, harm, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to any of the above or the aforegoing.

10. INDEMNITY

In addition to the warranties and indemnities set out above, you hereby agree and undertake to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (iii) your violation of any third party right including, without limitation any Intellectual Property Right, or other property or privacy right; or (iv) any claim that the User Content caused damage to a third party. All indemnity provisions set out in these Terms will survive termination, modification or expiration of these Terms.

11. EXTERNAL LINKS

External links may be provided for your convenience; however, the Organisation makes no representations whatsoever about any third party website or its content. Use or reliance on any external links provided is entirely at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy displayed on any third party website. The Organisation has no control over such third party websites and will not be liable for any loss or damage of any nature that you may suffer, whether directly or indirectly, as a result of your use of third party websites.

12. CRAWLERS AND SPIDERS

No person, business or Website may use any technology to search and / or gain information from the Website without the Organisation's prior written permission.

13. GOVERNING LAW

These Terms and all matters or disputes arising from or incidental to them shall be governed and construed in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a competent court in the Republic of South Africa then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. CONSUMER PROTECTION

Information required pursuant to section 43(1) of the Electronic Communications and Transactions Act 25 of 2002 is set out in items 1.1 and 1.2 of the Schedule.