



## **Terms and Conditions of Website**

This page (together with the documents referred to on it) advises of the terms of use on which you may make use of our website [www.avok.co.za](http://www.avok.co.za) (“**Website**”), whether as a guest or a registered user. Please read these Terms & Conditions of Website Use carefully before you start to use the Website. By using our Website, you agree to and accept these Terms & Conditions of Website Use and that you will abide by them. If you do not agree to these Terms & Conditions of Website Use, please refrain from using our Website.

### **1. INTRODUCTION**

Avok Financial Services primarily provides micro finance to the general public. Avok Financial Services is a registered and incorporated in accordance with the company laws of the Republic of South Africa, as well as a registered credit provider with the National Credit Regulator.

### **2. INFORMATION ABOUT US**

[www.avok.co.za](http://www.avok.co.za) is a site operated and owned by the Avok Financial Services, with its registered office at 64 Adderley street, Worcester, 6850

### **3. ACCESSING OUR WEBSITE**

3.1 Access to our Website is permitted on a temporary basis, and we reserve the right to amend the information or withdraw the services we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.

3.2 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- Avok Financial Services is the owner of all intellectual property rights contained in this Website and you agree to use this Website for the intended purpose and not to abuse or infringe any of Avok Financial Services' intellectual property rights.
- Copyright and trademark rights may subsist in some or all of the content contained on our Website.
- Unauthorised use, reproduction, dissemination, copying, modification and/or distribution is strictly prohibited and constitutes an infringement of Avok Financial Services' intellectual property rights.
- The content contained on this website is solely for your personal use and not commercial use.

#### 5. RELIANCE ON INFORMATION POSTED & CONTENT OF THE WEBSITE

5.1 Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

5.2 Avok Financial Services makes every effort to regularly update the information provided on the Website, however makes no representation or warranties, whether express or implied to the extent permitted by law, as to the accuracy, completeness or reliability of any information, data and/or content on the website.

5.3 It's at the sole discretion of Avok Financial Services to amend these terms & conditions from time to time, which updated terms & conditions will be made available on the Website.

5.4 Avok Financial Services encourages users to report to it any untrue, inaccurate, defamatory, illegal, infringing and/or harmful content contained on the Website. Upon receipt of reasonable proof from a user of the alleged nature of the content, Avok Financial Services undertakes to correct and/or remove such content.

## 6. USE OF WEBSITE & PROHIBITED USES

6.1 The use of this Website is solely for purposes of the user completing a credit application form and being pre-approved for credit based on the user's affordability. Please refer to Avok Financial Services Online Credit Policy ([Online Credit Policy](#))

6.2 The use of this Website and the content contained herein, is provided as is, and although Avok Financial Services endeavours to provide accurate information, it cannot provide any guarantees in this regard.

6.3 The terms and conditions set out herein are binding and legally enforceable against any person who accesses or uses this Website.

6.4 By using this Website, you acknowledge that you have read and understood these terms and conditions and agree to be bound by same.

6.5 We reserve our right to restrict your use and access to our website or part thereof in the event of any unauthorised use.

6.6 Users may use the Website only for lawful purposes. Users may not use our Website:

- in any way that breaches any applicable law or regulations;
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Users also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of any of the provisions in these Terms & Conditions of Website Use;
- not to access without authority, interfere with, damage or disrupt:
- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or

- any equipment or network or software owned or used by any third party.

## **7. LINKS FROM OUR WEBSITE & THIRD-PARTY CONTENT**

7.1 Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. If you use these links, you will leave our Website. Avok Financial Services has not reviewed these third-party websites and we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

7.2 Avok Financial Services does not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to our Website, you do this entirely at your own risk.

## **8. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE**

Avok Financial Services processes information about you in accordance with the current legislation applicable to us and set out in our Privacy Policy ([Privacy Policy](#)). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate and complete.

## **9. COMPLAINTS & ALTERNATIVE DISPUTE RESOLUTION**

9.1 Should the user want to lodge any complaint, please refer such complaint to [adelle@avok.co.za](mailto:adelle@avok.co.za)

9.2 Any dispute between the parties arising in relation to Avok Financial Services agreement with the user, shall to the extent permitted by law, be referred to arbitration in Johannesburg at a venue to be determined by Avok Financial Services applying the rules of the Arbitration Foundation of South Africa.

## 10. LINKING AND FRAMING

- The user may link to Avok Financial Services home page, provided it's done in a way that is fair and legal and does not damage our reputation or take advantage of it, but the user must not establish a link in such a way as to suggest any form of association, approval or endorsement on Avok Financial Services part where none exists.
- The user must not establish a link from any website that is not owned by the user.
- Avok Financial Services Website must not be framed on any other Website, nor may the user create a link to any part of the Website other than the home page.
- Avok Financial Services reserves the right to withdraw linking permission without notice.
- If the user wishes to make any use of material on our Website other than that set out above, please address your request to [adelle@avok.co.za](mailto:adelle@avok.co.za).

## 11. LIMITATION OF LIABILITY

11.1 The use of Avok Financial Services Website is done entirely at the user's own risk.

11.2 Avok Financial Services does not guarantee that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available is free from viruses or other harmful components.

11.3 Avok Financial Services will not be held liable for any loss or damage sustained by the user, or a third party, arising out of the access or use of the Website, or reliance on any information contained therein.

## 12. JURISDICTION

These terms & conditions are governed by and construed in accordance with the law of the Republic of South Africa, irrespective of the user residing in South Africa or accessing the Website outside of the Republic of South Africa.

## 13. GENERAL

13.1 These Terms & Conditions of Website Use record the entire agreement between the user and Avok Financial Services in respect of the user's access, browsing and use of the Website.



13.2 Avok Financial Services may revise these Terms of Website Use at any time by amending this page. The user is expected to check this page from time to time to take notice of any changes effected to the Website, as same are binding on the user.

13.3 Some of the provisions contained in these Terms & Conditions of Website Use may also be superseded by provisions or notices published elsewhere on our Website.

#### **14. TERMS & CONDITIONS IN RESPECT OF CREDIT AGREEMENTS**

All terms & conditions relating to the application for credit or credit agreements are contained in the pre-agreement statement and quotation and credit agreement.

Thank you for visiting our Website.

•