



Rules for using virginmoney.co.za

Since nobody has ever confessed to liking the small print we took the liberty of enlarging it. Do us both a favour and read it at least once, thanks.

Some definitions

"The Bank" means: Absa Bank Limited (Registration Number: 1986/004794/06)

"Virgin Money" means: Virgin Money South Africa (Proprietary) Limited (Registration Number: 2005/016196/07)

"You" means: you/ the user

Conditions of Access

By entering this site you will agree to be bound by the following rules. They outline both your rights as a user of this website and our rights as the owner. We can change them at any time and it is your obligation to read them each time you access this site.

Acceptance

These terms and conditions of use become effective when the user accesses this site for the first time and constitute a binding agreement between Virgin Money South Africa Pty LTD Registration number 2005/016196/07, as the case may be ("Virgin Money") and you ("the user").

Information on this site

Information on virginmoney.co.za is only intended to provide you with very general information about Virgin Money and our products and services. While we regularly update the site, we cannot guarantee the accuracy of any information on the site.

IMPORTANT NOTICE: The products and services available on this website are only available to persons that reside in, or are nationals of, or businesses incorporated under the laws, of the Republic of South Africa collectively referred to as "RSA" nationals.

Any calculations done through the use of software or calculators supplied on this site, including the rates quoted, are guidelines only and subject to final confirmation at the time of finalising the transaction.

Information regarding the product and services including information in respect of the terms and conditions, interest rates or any other matters, can change without notice.

And Virgin Money cannot be responsible for any loss or liability, which you may suffer as a result.

The site and all information provided on this site and the services provided on this site, are provided "as is". The information provided on this site should not be treated as professional or investment advice of any kind. The user should consult with a professional advisor before relying on any information on this site.



Internet access

Obtaining access to virginmoney.co.za or any Virgin Money online services happens via the Internet. This means you need a connection through an Internet Service Provider. Otherwise you have a bundle of fantastic online services and no way to use them.

Your ISP or telecommunications providers are your own agents and as such you are responsible for all bills to do with such services.

Should you experience problems accessing the internet and as a result our website, you should report these issues to your ISP before contacting us.

Privacy

Virgin Money promises to jealously guard your privacy. Even from other members of the Virgin Group. Virgin Money's commitment to privacy and the security is outlined in Virgin Money's Privacy Policy and Security Centre.

Indemnity and warranty by the user

Virgin Money cannot be held liable for any loss, or damage you may suffer as a result of unlawful activities by unscrupulous persons. Simply because Virgin Money cannot prevent such behaviour. We will however do everything in our power to protect you as our customer. Virgin Money may therefore request independent verification of any information transmitted to us through the site or e-mail from time to time, to limit these risks.

Please be aware that any information transmitted **through an unsecured link** over the Internet, including e-mail, is subject to potential unlawful access or monitoring.

By accessing any of the services offered on our website:

you indemnify Virgin Money and/or the Bank against any damage, loss and/or consequential damage that you may suffer resulting from incorrect, wrong, unauthorised and/or wrongful instructions or information given by you or any other person authorised or deemed to be authorised to act on your behalf.

you warrant Virgin Money with the authority to deal with the accounts of a third party on the basis of a Valid Mandate.

you confirm that you have legal capacity to enter into and be bound by these Terms and Conditions. Minors (persons under the age of 18) must be assisted by their legal guardians when reading these terms and conditions.

Disclaimer and limitations of liability

Use of this site and the online services is entirely at your own risk. The user assumes full responsibility for the risk or loss resulting from the use of this site and reliance on information contained on it.

In no event will Virgin Money and/or the Bank be liable for any damages, whether direct, indirect, special, incidental, or consequential whatsoever relating to the use of this site or the online services or the information contained on this site or the inability to use this site or the online services, whether such damages arose out of contract, or delict or otherwise and



regardless of whether Virgin Money was expressly advised of the possibility of such loss or damage.

The Virgin Money website provided by the Bank will not be liable for:

Any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, systems and databases of the Virgin Money website provided by the Bank or any of its components, beyond Virgin Money and the Bank's reasonable control.

Any loss or damage with regard to the users data or other data directly or indirectly caused by malfunction of the Virgin Money website provided by the Bank, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the Virgin Money website provided by the Bank or third party systems; programming defects;

Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which we have no direct control.

Communications with the user

The user acknowledges that Virgin Money will use e-mail and notices on this site, as Virgin Money's main communication tool for all communications relating to this site, or these terms and condition.

An e-mail message will be deemed to be sent:

by the user, at the time at which Virgin Money are capable of accessing such message;

by Virgin Money, at the time shown on the message as having been sent, or if not so shown, at the time shown on Virgin Money's computer system as having been sent.

An e-mail message is deemed to be received:

by the user once it becomes capable of being retrieved by the user;

by Virgin Money , once Virgin Money has confirmed receipt, or responded the message, whichever is the earlier.

A message shall be attributed:

to the user, if it purports to have originated from the user, irrespective of the fact that someone else may have impersonated the user or whether the message sent to Virgin Money resulted from an error or malfunction in the communication system;

to Virgin Money, if it has been sent by a duly authorised representative and the representative acted within the scope of such authority or by an automated system programmed by Virgin Money and such system operated without error or malfunction.

Unless otherwise stated in these terms and conditions, receipt of a message (as stated in these terms and conditions) gives legal effect to such message.



Addresses and e-mail communications

The user's physical address as provided by the user to Virgin Money is the address (domicilium citandi et executandi) which the user chooses as the address where any process of court may be served on the user ('domicile address'). The user's mail address (be it residential, postal or electronic) will be used to forward statements, notices or other communications.

If the user moves to another physical address, changes the mail address or wish to give Virgin Money any notice, the user must inform Virgin Money in writing, via email at talktous@virginmoney.co.za or via the Virgin Money Head office on +27 11 994 0000.

Only physical addresses within the Republic of South Africa may be used.

Notices given by Virgin Money will be regarded as having been received by the user:
by prepaid post to the Customer's mail address, 7 (seven) days after posting; by hand, on the date of delivery;
by telefax, at the time of transmission;

An e-mail message will be deemed to be sent:

by the user, at the time at which Virgin Money is capable of accessing such message;

by Virgin Money, at the time shown on the message as having been sent, or if not so shown, at the time shown on Virgin Money's computer system as having been sent.

An e-mail message is deemed to be received:

by the Customer once it becomes capable of being retrieved by the user;

by Virgin Money, once Virgin Money has confirmed receipt thereof to the user, or responded thereto, whichever is the earlier.

Certificate

A certificate signed by Virgin Money will constitute sufficient proof of the operation or functionality of the online services or any part thereof and the contents of any information displayed on the site on a given date, and will be regarded as correct unless the user proves the contrary.

Applicable law and jurisdiction

The terms and conditions pertaining to products or services appearing on this site or pages shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

Application for any of the products or services offered on this site or pages will constitute the user's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or such products or services.



Useful Information and Acts

For further information on the various acts that govern our services, visit the following pages:

- [Code of Banking Practice](#)
- [Financial Intelligence Centre Act](#)
- [Prevention of Organised Crime Act](#)
- [Promotion of Access to Information Act](#)
- [Financial Advisory and Intermediary Services Act](#)