

TERMS AND CONDITIONS

Definitions

"**Financial Intelligence Centre**" means the Financial Intelligence Centre, duly established in terms of the Financial Intelligence Centre Act 38 of 2001, also referred to as "the Centre"

"**the website**" means Financial Intelligence Centre's website, the website located at <http://www.fic.gov.za>, and includes any part of the website; and

"**third party website**" means a website maintained by parties other than the Centre's which can be accessed by hyperlink from the website;

"**the user**" includes any person that uses the website for whatever purpose, reason or objective, whether online or offline.

"**information**" includes, forms, text, data, images, illustrations, software and other material forming part of the information services;

"**the information service**" means the information contained in the website or any part thereof;

1. Purpose

- 1.1 These terms and conditions form an agreement between the user and Centre's website.
- 1.2 Accessing and using the information services constitutes the agreement.
- 1.3 The information service, including any new information added to the information service from time to time, is provided subject to these terms and conditions.
- 1.4 The terms and conditions may be amended without notice to the user.
- 1.5 Accessing and using the information services after an amendment to the terms and conditions, constitutes acceptance of the amended terms and conditions.

2. Ownership

- 2.1 The website is owned and managed by the Centre.

3. Links to third party websites

- 3.1 The website contains hypertext links to websites maintained by individuals and organizations other than the Centre. Links are provided for convenience.
- 3.2 The Centre:-
 - 3.2.1 Has no control over the third party websites or their content;

- 3.2.2 Does not endorse or approve the content of third party websites;
- 3.2.3 Makes no warranty or representation regarding the accuracy, timeliness, completeness, suitability; adequacy or any other aspect of the information contained on third party websites.

3.3 The User:-

- 3.3.1 By accessing links to a third party website, the user do so at the user's own risk;
- 3.3.2 Undertake to comply with the terms and conditions of use of such website;
- 3.3.3 Undertake to refrain from infringing the copyright and other intellectual property rights of third parties in respect of such website; and
- 3.3.4 Indemnify the Centre and hold it harmless against all loss, liability, damage or expense of whatsoever nature arising out of or in connection with the user's accessing of such website.

4. Amendments or Changes

- 4.1 The Centre expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:
 - 4.1.1 Change these terms and conditions.
 - 4.1.2 Change the content and/or services available from the Centre's website.
 - 4.1.3 Discontinue any aspect of the Centre's website or service(s) available from the Centre's website.
 - 4.1.4 Change the software and hardware required to access and use the Centre's website.

5. Copyright

- 5.1 Unless otherwise stated the website, the general design of the website; and the information, are protected by copyright or other intellectual property rights, which remain the exclusive property of the Centre.
- 5.2 Trademarks and copyright notices, and related visual marks and logos, may not be removed from the information or any authorised reproduction of the information.
- 5.3 The information may be used provided that the source is acknowledged where information is for authorised use. Any unauthorised use may violate copyright, trademark and other laws, making the user liable under both civil and criminal law.

6. Disclaimer and Limitations of Liability

- 6.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, the Centre (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:-
 - 6.1.1 Access to the Centre website;
 - 6.1.2 Access to websites linked to the Centre's website;
 - 6.1.3 Inability to access the Centre's website;
 - 6.1.4 Inability to access websites linked to the Centre's website;
 - 6.1.5 Content available on the Centre's website;

- 6.1.6 Services available from the Centre's website;
- 6.1.7 Downloads and use of content from the Centre's website; and
- 6.1.8 Any other reason not directly related to Centre's gross negligence.

6.2 The Centre's website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Centre, that the content available from and through the Centre's website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

6.3 Information, ideas and opinions expressed on the Centre's website should not be regarded as professional advice or the official opinion of Centre and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Centre's website.

6.4 The Centre does not make any warranties or representation that content and services available from the Centre's website will in all cases be true, correct or free from any errors. Centre shall take all reasonable steps to ensure the quality and accuracy of content available from the Centre's website.

6.5 The Centre does not make any warranties or representations that the Centre's website shall be available at all times. Users acknowledge that the Centre's website may be unavailable due to updates or other causes beyond the reasonable control of Centre, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

7. Applicable law

7.1 This agreement is governed by and interpreted in terms of the laws of South Africa.

8. Legal Costs

8.1 The Centre shall not be liable for costs incurred by the User to obtain professional advice relating to these terms and conditions.