



Terms and Conditions

GENERAL

1. These Terms and Conditions (“the Terms and Conditions”) govern your (“the User/you/your”) use of the online C2BPlus service. When you make use of C2BPlus for the first time you will be required to accept these Terms and Conditions. Thereafter, and each time you access C2BPlus, you agree to be bound by the Terms and Conditions as applicable at that time. You may not use, access, display, use, download, and/or otherwise copy or distribute content obtained on C2BPlus.co.za or related websites.
 - 1.1. C2BPlus is a free service. Should you require expert estate or financial planning advice during the process, we can refer you to an adviser to provide financial advice. For this service, certain fees and charges may become payable. Remember, this service remains free and obligation free. Please refer to clause 5.
 2. The data collected during the process will be used to present certain financial products for your consideration. These products can be offered to you by relevant service providers.
 3. These Terms and Conditions must be read together with the Privacy Notice that applies to the accessing and use of C2BPlus, public web sites and all mobile applications and services. C2BPlus’s Privacy Notice is available [here](#).
 - 4.1. C2BPlus is a free service. You will be required to provide us with an online Overview containing your personal financial and other information, personal wishes and instructions.
 - 4.2. As part of the information that you provide us you can also provide additional information to effectively execute your request where relevant.
 - 4.3. Professional service providers will be appointed where relevant.
 - 4.5. You can access and update your Overview at any time.
 - 4.6. You are required to remotely update your Overview at least annually to ensure the information remains current. The information is maintained until you die. When this happens, we will make the contents of your Overview available.
5. ESTATE AND FINANCIAL PLANNING SERVICES
 - 5.1. Should you choose, you can request assistance to receive estate and financial planning advice. You will be referred to an appropriate service provider. They will assist you in obtaining the necessary estate and financial planning advice so that a suitable recommendation can be drafted for you.

5.2. You may be charged a fee for the estate and financial planning advice. You will, however, have the choice not to receive estate and/or financial planning advice.

5.3. The service provider will, however, have the discretion to refuse to provide you with services, in their opinion, it is not in your best interests to receive such services.

6. LIMITATION OF LIABILITY

6.1. You agree that C2BPlus will not be liable for any damages that you or your connected personalities (whoever that may involve as noted), based on the information and instructions received from you or where you did not follow the instructions provided by C2BPlus or the service providers you have been referred to.

6.2. It remains your responsibility to ensure that the information provided by you is accurate and reflects your information, instructions to us and your wishes.

7. COMPREHENSIVE FINANCIAL SERVICES ARE AVAILABLE

7.1. By accepting these Terms and Conditions and using the online services, you consent to C2BPlus contacting you regarding our services and products as a result of the information you have provided and that we have of you on record.

7.2. You will have the ability to request that one of our service providers contact you, should you wish, to provide you with estate and financial planning services and information about relevant product solutions.

8. YOUR OBLIGATIONS AS AN C2BPLUS USER

8.1. You must be 16 years of age and older to qualify as User.

8.2. C2BPlus will not accept liability for any damages that you may suffer due to the unauthorised use of C2BPlus, where the unauthorised access was due to your failure to keep any login details confidential.

8.3. Your national identity number is personal to you and you may not allow any others to use it under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your identity number, disclosure of your identity number, or your authorization of anyone else to use your identity number.

8.4. You agree to notify us immediately if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your login details or any other unauthorised activity causing the need to deactivate your login details due to security concerns.

8.5. You expressly give consent, by becoming a User of C2BPlus that any and all information posted by you and collected and stored on your behalf on C2BPlus for purposes of utilising the products and services offered on and through C2BPlus and as set out in the Privacy Notice is posted, collected and stored with your express consent. Under no circumstances shall C2BPlus or any of its affiliates, respective partners, officers, directors, employees, subsidiaries, sponsors or agents be held liable for any damages, whether incidental, direct, indirect, special or consequential damages and including without limitation, lost revenues or lost profits arising from or in connection with the posting, collection and storage of your personal information on C2BPlus whether incurred by you or any other third party.

9. RENEWAL/UPDATE OF YOUR OVERVIEW

9.1. You should, at least annually, update your Overview (as defined in clause 4).

9.2. You must ensure at all stages that your email address and contact details remain correct and updated;

9.3. C2BPlus will: -

9.3.1. notify you of the necessity to update your Overview on the System via email;

9.3.2. provide you with a copy of your most recent Overview for quick confirmation of details or in order to make the necessary updates and amendments on the System.

10. RULES OF CONDUCT

10.1. Your use of C2BPlus is subject to all applicable national laws and regulations and, in some cases, international regulation. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your login details and C2BPlus shall not, under any circumstances, be held liable to any third parties for any activity, act or omission that may occur from, through or under your login details or through your use of C2BPlus. You shall not use, allow, or enable others to use C2BPlus, or knowingly condone use of this C2BPlus by others, in any manner that is, attempts to, or is likely to:

10.1.1. Be libellous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;

10.1.2. affect us adversely or reflect negatively on C2BPlus, C2BPlus's goodwill, name or reputation or cause duress, distress or discomfort to C2BPlus or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of C2BPlus, or from advertising, linking or becoming a supplier to C2BPlus.

10.1.3. send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, surveys, contests, pyramid scheme, or so-called "spamming" and "phishing";

10.1.4. be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other system or website pages;

10.1.5. transmit, distribute or upload programmes or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;

10.1.6. create a false identity for the purpose of misleading others;

10.1.7. violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the Republic of South Africa), judicial or governmental order or any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy or any other rights of C2BPlus or of any other person, firm or enterprise; gain unauthorized access to C2BPlus, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to C2BPlus or to use C2BPlus in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

10.1.8. modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of C2BPlus or the rights of use and enjoyment of C2BPlus by any other person, firm or enterprise.

10.1.9. Should C2BPlus determine that you have, in its opinion, breached one of the Rules of Conduct set out in clauses 13.1.1 to 13.1.8 above, C2BPlus reserves the right to remove your access to C2BPlusWill and prevent you from remaining as a User on C2BPlusWill.

11. UPDATING OF THESE TERMS AND CONDITIONS

C2BPlus reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this C2BPlus Service. However, it remains your obligation to read these Terms and Conditions when logging on to familiarize yourself with any and all changes and updates. Your continued use of this C2BPlus Service following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

12. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

This website contains material which is owned by or licensed to C2BPlus. This material includes, but is not limited to, the design, layout, look, logos, and graphics. You are authorized to view and download, print and make copies of such printouts provided that you use the material for personal and non – commercial purposes only. You may copy the content to individual third parties for their personal use, but only if you acknowledge this website as the source of the information and /or materials. You may not without C2BPlus’s expressed written consent distribute or commercially exploit the content.

13. SERVICE MAINTENANCE AND AVAILABILITY

13.1. C2BPlus relies on the online services of external parties in bringing the C2BPlus service to you. We reserve the right to suspend the Service at any point if the services provided by the external parties are stopped or interrupted for any reason.

13.2. We may also suspend the Service, and restrict access to the entire Service or any part thereof, without prior notice to you in order to update or maintain C2BPlusWill.

13.3. You agree that C2BPlus will not accept be liable for any damages that you, or your heirs or potential heirs or dependents might suffer as a result of actions in clauses 13.1 and 13.2.

14. SUSPENSION AND/OR TERMINATION OF SERVICES

14.1. We are entitled, without prejudice to any other rights we may have, to suspend and/or terminate the provision of the services to you:

14.1.1. if you are in breach of any of the terms of these Terms and Conditions or the Privacy Notice , and/or any other of our policies applicable to your use of the services;

14.1.2. immediately if we have reason to believe that your use of the services is fraudulent or negatively impacting the operating capability of the services;

14.1.3. immediately if we are notified of or suspect unauthorized access or use of your account or have another security concern, to assess and contain the situation.

14.1.4. immediately if we determine, in our sole discretion, that providing the services is prohibited by law;

14.1.5. on 30 (thirty) days written notice to you, if we determine in our sole discretion that it has become impractical or unfeasible for any legal or regulatory reason to continue to provide the services.

15. NOT LIABLE FOR THE EFFECTS OF USE OF THIS SERVICE

Use of C2BPlus, and/or any of the services and products offered through it, is at your sole risk. You shall have no claim against us for any loss, damages, harm, injury, death or expense which may be suffered by you or by any third party from any cause whatsoever, howsoever arising, including, but not limited to any act, omission, default or negligence on our part, failure by us to comply with the Privacy Notice, breach of security or the terms of use by any person including ourselves, your reliance on the content of the online wills drafting system or information or advice provided to you, performance of the software, suspension or interruption of your access to this system, or distortion, corruption or loss of data. Damages shall include direct, indirect, general, special, incidental, punitive and consequential.

16. PERMISSION FOR HYPERLINKS, DEEP LINKING, CRAWLERS AND METATAGS

16.1. Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this System or any subsidiary pages before receiving our prior written approval, which may be withheld or granted subject to the conditions we specify from time to time.

16.2. An application for linking must be submitted to C2BPlus administrator. Once received we will do our best to respond and enter into further discussions with you. If you don't get a written response from us within five business days, consider your request as having been rejected.

16.3. Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

17. COOKIES

"Cookies" are small amounts of information stored by your computer. Our server may issue cookies to your computer so that we can better serve you when you return to our System. You can set your browser to notify you when you receive a "cookie" giving you the chance to decide whether to accept it. Please see our Cookies Policy.