

Website Terms and Conditions and Disclaimer

Century Financial Services (PTY) LTD

Registration Number: 2023/140135/07

NCR Registration Number: NCRCP20790

1. INTRODUCTION

This website is operated by **Century Financial Services (PTY) LTD** ("Century FS"), a private company registered in the Republic of South Africa. These Terms and Conditions ("Terms") govern the use of the website located at www.centuryfinancialservices.net and all associated content, pages, data, services, tools, offers, and advertisements accessible via this domain.

These Terms apply to every person ("User") who accesses, uses, browses, downloads, or interacts with the website. By doing so, the User acknowledges and agrees to be bound by these Terms, as well as the accompanying **Privacy Policy**. Together, these documents establish a binding legal relationship between Century FS and the User.

Century FS reserves the right to amend or update these Terms at any time without notice. Users are encouraged to review the Terms regularly. Continued use of the website following changes constitutes acceptance of the revised Terms.

2. CONTACT DETAILS

Century Financial Services (PTY) LTD is a registered credit provider in terms of the National Credit Act, No. 34 of 2005 (as amended).

- **Tel:** +27 21 054 1057
- **Email:** clientsupport@centuryfinancialservices.net
- **Website:** www.centuryfinancialservices.net

3. ACCEPTANCE OF TERMS

By accessing this website, the User acknowledges that they have read, understood, and accepted the Terms and the Privacy Policy. If the User does not agree, they must refrain from using the website or any associated services.

Century FS reserves the right to suspend or terminate website access or to remove content without notice for any reason, including breach of the Terms.

3.1 Mandatory Credit Life Insurance

By applying for, accepting, or utilising any credit facility offered by Century Financial Services (PTY) LTD ("Century FS"), the User acknowledges and agrees that all qualifying loan agreements may include mandatory Credit Life Insurance cover as permitted in terms of the National Credit Act, No. 34 of 2005 and its Regulations.

The User further acknowledges and agrees that:

- Credit Life Insurance may be provided through the Aspis Credit Protection Insurance Policy underwritten by 1Life Insurance Limited, a licensed life insurer and authorised financial services provider (FSP No. 24769).
- The Credit Life Insurance premium may be included in the total cost of credit and disclosed

within the pre-agreement statement & quotation, and loan agreement.

- The purpose of the Credit Life Insurance is to settle or reduce the outstanding loan obligations in the event of insured events including death, permanent disability, temporary disability, or retrenchment/loss of income, subject to the applicable policy wording, exclusions, waiting periods, and benefit limitations.
- By accepting these Terms and Conditions and/or accepting a loan agreement, the User consents to Century FS arranging such Credit Life Insurance cover where applicable.
- The User retains the right, where permitted by law, to substitute the insurance policy with an alternative qualifying policy ceded to Century FS, provided that such policy offers at least the same minimum benefits and complies with all legal and underwriting requirements.
- Full policy wording, exclusions, waiting periods, claims procedures, and insurer contact details are available with each loan agreement.

4. WEBSITE CONTENT AND ACCURACY

Century FS strives to ensure that all content provided on this website is accurate and up to date. However, the website and its contents are provided “as is” and Century FS makes no representations or warranties, express or implied, regarding:

- The accuracy, completeness, legality, or reliability of content.
- That the website will always be available or free from errors, bugs, or viruses.
- That products, services, and promotions will always be current or available.

Any legal disputes related to the use of this website will be governed by South African law, and subject to the exclusive jurisdiction of South African courts or appropriate arbitration and mediation forums.

5. USER OBLIGATIONS AND INDEMNIFICATION

By using this website, the User warrants that they:

- Are legally permitted to do so.
- Will not use the site for any unlawful or unauthorised purpose.
- Will not attempt to gain unauthorised access to the website or its systems.

Users agree to indemnify and hold Century FS, its employees, agents, and partners harmless against any claims, losses, or damages resulting from:

- Unauthorised or illegal use of the website or services.
- Violation of these Terms.
- Transmission of harmful code or engaging in cybercrime activity.

Website use is limited to personal, non-commercial purposes. No User may copy, reproduce, transmit, or exploit any part of the site or its content for commercial gain without prior written permission.

6. INTELLECTUAL PROPERTY

All material on this website, including but not limited to logos, graphics, layouts, text, designs, trademarks, and data, is the intellectual property of Century FS or licensed to it. All rights are reserved under South African and international law.

Users may download or print content for personal, non-commercial use only. Any unauthorised use of intellectual property may result in civil or criminal liability.

7. THIRD-PARTY LINKS

This website may contain links or references to third-party websites, services, or products. These links are provided for convenience only and do not imply endorsement or responsibility by Century FS.

Users access external links at their own risk and are subject to the terms and privacy policies of those third parties.

8. LINKING TO THIS WEBSITE

No person or organisation may establish a hyperlink, deep link, frame, or mirror this website without Century FS's prior written consent. Requests for linking may be submitted via email to clientsupport@centuryfinancialservices.net.

9. AUTOMATED ACCESS (SPIDERS, BOTS, CRAWLERS)

Automated access to this website is prohibited. No person or technology may use scripts, bots, or similar tools to extract data from the site without written permission from Century FS.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

Century FS provides the website on an "as is" basis and disclaims all warranties, including:

- Implied warranties of merchantability, accuracy, fitness for a particular purpose, and non-infringement.
- That the website will operate without interruption or be virus-free.

To the extent allowed by law, Century FS and its affiliates are not liable for:

- Loss of profits, business interruption, or data loss.
- Direct, indirect, incidental, special, or consequential damages.
- Failures caused by third-party providers.
- Unauthorised access to your personal data or account.

Use of the website and all services is at your own risk.

11. NO CONTRACTUAL RELATIONSHIP

Nothing on this website constitutes a formal offer to enter into a contract. All products and services advertised constitute an invitation to apply. Credit applications are subject to approval and to the terms of the loan agreement, which is separate from these Terms.

Century FS reserves the right to reject any application at its sole discretion.

12. COMPLIANCE WITH LEGISLATION

All Users agree to comply with the following South African laws, where applicable:

- The **National Credit Act (NCA)**
- The **Protection of Personal Information Act (POPIA)**
- The **Electronic Communications and Transactions Act (ECT Act)**
- The **Consumer Protection Act (CPA)**
- Other applicable statutory and common law principles

Violations may result in legal action.

13. PRIVACY POLICY

Century FS is committed to protecting your personal information. All data is collected, processed, and stored in compliance with POPIA and our Privacy Policy.

By using this site and submitting personal information, you consent to Century FS collecting and processing your data for the purposes outlined in the Privacy Policy.

14. CREDIT LIFE INSURANCE DISCLOSURE

Century FS may require Credit Life Insurance as a condition of granting certain credit facilities.

The Credit Life Insurance product currently utilised by Century FS is the Aspis Credit Protection Insurance Policy underwritten by 1Life Insurance Limited.

The policy may provide cover for the following insured events, subject to policy terms and conditions:

- Death
- Permanent Disability
- Temporary Disability
- Retrenchment or Loss of Income

Key policy features may include:

- Settlement of the outstanding loan balance upon death or permanent disability.
- Monthly instalment cover during temporary disability or retrenchment periods.
- Maximum cover and benefit limitations as determined by the policy wording and underwriting criteria.
- Waiting periods and exclusions, including certain pre-existing conditions, suicide exclusions during the initial policy period, and retrenchment waiting periods.

14.1 Cooling-Off Rights

Consumers may have cooling-off rights in accordance with the applicable insurance legislation and policy wording.

14.2 Claims Process

Claims must generally be submitted within 12 months of the insured event together with supporting documentation required by the insurer or administrator.

14.3 Insurance Complaints and Queries

Policy administration complaints and queries:

Monitor Administrators (Pty) Ltd

Tel: 031 818 0000

Email: complaints@monitorsa.co.za

Website: Monitor Administrators

Insurer complaints:

1Life Insurance Limited

Tel: 0860 10 54 31

Email: complaints@1life.co.za

Website: [1Life Insurance](#)

External dispute resolution:

National Financial Ombud Scheme South Africa

Website: NFO South Africa

Email: info@nfosa.co.za

FAIS Ombud

Website: [FAIS Ombud](#)

Email: info@faisombud.co.za

2.