



TERMS AND CONDITIONS

PLEASE READ THE WEBSITE TERMS AND CONDITIONS BEFORE CONTINUING TO BROWSE THE WEBSITE

Your access, browsing, and use of this Website are ruled by these terms and conditions. By using this Website you agree to be bound by all terms and conditions, including any privacy statements (which are deemed to be incorporated in the terms and conditions) that appear on this Website including any amendments thereto.

If you do not agree to be bound by these terms and conditions you must immediately terminate browsing this Website.

By continuing to browse or use the Website after any amended terms and conditions become effective, you agree to be bound by the amended terms and conditions.

1. DEFINITIONS

- a. "The Company" means Coetzee and Kruger Incorporated.
- b. "Website" or "Site" of The Company located at the domain name coetzeekrugerinc.co.za.
- c. "You" or the "User" means any person who accesses this Website for any purpose.
- d. "ECTA" means Electronic Communications and Transactions Act, No. 25 of 2002 (as amended).
- e. "PAIA" means Promotion of Access to Information Act, No 2 of 2000 (as amended).

2. UPDATING

- a. The Company may change, alter, add to or remove from divisions or the whole of these Terms at any time and without notice to the User. Changes to these Terms will become effective when the changes are posted on the Website. All rights in and to the Content are reserved and maintained by the Company. Except as stipulated in the Terms, the User is not allowed a license or any other right including under Copyright, Trademark, Patent, or other Intellectual Property Rights in or to the Content. The User's continued use of the Website following the posting of changes or updates will be deemed notice of the User's acceptance of the Terms, including any changes or updates.

3. PRIVACY, ACCESS TO AND USE OF INFORMATION

- a. The Website may electronically receive, file, and use personal information, inter alia name, contact details, surfing patterns, email, IP address of the User. The Website voluntarily subscribes to section 51 of ECTA and endeavours to treat Personal Information received by the User accordingly.
- b. The Website receives various types of information ("Information") from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act, No 2 of 2000 (as amended) ("PAIA"), and as detailed in section 1 of ECTA ("Personal Information").
- c. Whenever the User believes that the Website neglects to comply with section 51 of ECTA, the User will contact the Website by sending an email info@coetzeekrugerinc.co.za .
- d. The Website will review the User's representations made by email and if within the Website sole and absolute responsibility fitting, take corrective action and in any event within 7 (SEVEN) days respond to User informing about corrective actions taken, if any.

CONTACT US

Tel: 012 348 1546/7

Fax: 012 361 2417 / 086 649 6378

E-mail: info@coetzeekrugerinc.co.za

OFFICE ADDRESS

Physical address: 502 Jacqueline Drive, Garsfontein, 0042

4. PRIVACY – CASUAL SURFING

- a. The User may visit the Website without furnishing any personal information.
- b. The User respectively allows express written permission for the Website servers in such situations collecting the IP address of the User computer, but not the email address or any other distinctive information.
- c. This information is aggregated (added up) to estimate the number of visits, average time spent at the Website, pages viewed, etc.
- d. The Website handles this information to manage the use of the Website and to develop content.
- e. The Website implies no responsibility to preserve this information and may copy, distribute, or otherwise use the information.

5. WEBSITE SECURITY

- a. Any User that performs any misdemeanours shall be responsible for all resulting liability, loss, or damages suffered and/or incited by the Company and its affiliates, agencies, and/or associates (As stipulated in Chapter 13 of the ECTA).
- b. Any person or body which does so, or endeavours to do so, shall be held criminally responsible. Moreover, should the Company experience any damages or losses, civil damages shall be claimed by the Company against the User.
- c. Any unauthorized access or endeavour to access the Website, and/or distribution or endeavour to distribute malicious, damaging code to the Website all of which is explicitly forbidden.
- d. For secure reliable operation, security, and usable services of the Website. The Company by means of this reserve the right to take any steps needed to protect the integrity, security, and reliability of its Website.
- e. You may not use the Website in any way which may endanger the security, integrity, or reliability of it.

6. RISK, LIMITATION OF LIABILITY AND INDEMNITY

- a. The User's use of this Website and the information included on the Website is entirely at the User's own risk and the User assumes complete responsibility and risk of loss following from the use thereof.

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- b. You explicitly disclaim and renounce all your rights of any nature that you may have against the Company for any loss suffered by you, as a result of information supplied by the Company being incorrect, deficient or inaccurate as the Company makes no warranty or illustration as to the availability, correctness, or completeness of the content of the Website.
- c. Subject to sections 43(5) and 43(6) of ECTA, and to the extent allowed by law, the Website and all Content on the Website, are provided on an “as is” basis and may include errors or typographical errors and Provider, Owners, suppliers, employees, directors partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature acquired by whoever as a result of any action or omission. The Company makes no warranty or representation as to the availability, accuracy, or completeness of the Content, or any third-party content accessible via an internet link.
- d. Neither Provider nor any holding Company, affiliate, agent, subsidiary of Provider or the Company, will be held responsible for any damage of any kind, associated to the use of, or the failure to access or use the Content or the Website or any functionality, or of any linked Website to the limit permissible by law.
- e. The transmission of information through the internet, including without limitation e-mail, is responsive to monitoring and interception. The User bears all risks of transmitting information in this manner. Under no circumstances shall The Company be liable for any loss, harm, or damage endured by the User as a result thereof. The Company holds the right to request independent confirmation of any information transmitted via e-mail and the User consents to such verification should The Company deem it necessary.

7. INTERCEPTION OF COMMUNICATIONS

- a. Despite such undertaking, internet-based communications can be intercepted.
- b. Without the application of encryption, the internet is not a secure medium and privacy cannot be guaranteed. Internet e-mail is exposed to interception and forging.
- c. The Company will not be liable for any losses the User or any third party may suffer as a result of the transmission of confidential or disclosed

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information that the User makes to The Company or Provider within the internet, or that the User expressly or essentially authorize the Company to make, or for any mistakes or any changes made to any transmitted information.

- d. To ensure familiarity with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and know the underlying privacy clauses incorporated in these Terms.

8. DISTRIBUTION AND COMMUNICATION BY E-MAIL

- a. Any email message received from the Company (Coetzee and Kruger Incorporated coetzeekrugerinc.co.za) is privileged and confidential and for the use of the proposed User only. If a User receives an email in error, kindly inform the Company immediately and delete the email and any attachments. Unofficial use, disclosure or copying of the contents of an email received in error, or any alike action is prohibited.
- b. The Company will never modify or amend our account banking details via email or any other electronic forum. Kindly inform the Company immediately for formal verification should you receive any correspondence of such nature.
- c. From time to time, The Company's spam scanners may eliminate genuine email from a User. There is a duty on the User to ensure The Company acknowledges receipt of the User's instruction

9. CONTACT DETAILS

- a. In the event that you need to communicate The Company for purposes related to the Terms, kindly use the contact details on our "contact us" page.

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