



Terms of Use of Sebenza Nawe Website

1. APPLICATION AND BINDING EFFECT OF THESE TERMS

These terms and conditions ("terms") govern your use of the Sebenza Nawe website located at www.sebenzanawe.co.za ("website"). These terms constitute an agreement between you and Sebenza Nawe and each new or amended version of the terms become binding on you each time you visit the website.

The terms of this agreement may be applicable together with further specific terms applicable to a particular service or product that Sebenza Nawe may supply to you. If there is a conflict between these terms and the specific terms, the specific terms will apply.

Any reference to “**personal information**” means any and all information that you provide when using the websites and/or service, and that falls under the definition of personal information in terms of the Protection of Personal Information Act 4 of 2014.

The privacy policy located at [www.sebenzanawe.co.za] is incorporated herein by reference. Please familiarise yourself with the terms before you use the websites.

2. LOGIN DETAILS, USERNAMES AND PASSWORDS

Should Sebenza Nawe’s websites from time to time make use of login functionality in terms of which you are required to create your own usernames and passwords, you accept complete responsibility for the safekeeping of those details, usernames and passwords, insofar as security is concerned (not related to breaches of security that may originate from within Sebenza Nawe).

By entering your usernames and passwords (if applicable), Sebenza Nawe is entitled to assume that the person using the websites is you.

You must familiarise yourself with the functionality of the websites. You are responsible for all internet data usage charges required to use any services or browse the website. Please check with your internet service provider for information on internet data usage charges.



You must familiarise yourself with and follow the security procedures communicated by Sebenza Nawe from time to time as well as such other procedures that may apply to the websites.

Sebenza Nawe may at any time request that you provide, in a form satisfactory to Sebenza Nawe, documentary evidence establishing and/or confirming your identity as the registered user of the websites (if applicable).

You agree that any failure on your part to follow the recommended security procedures may result in a breach of the confidentiality of your personal information and may lead to unauthorised access to your account and information.

In the event that you are a business, you must ensure that only authorised employees have access to and are allowed to use the websites with your secure login details. You and/or your business are however then responsible for any action of those individual(s) (whether authorised or not) when they interact with our websites.

You undertake to ensure the safekeeping and confidentiality of all confidential information, and shall particularly ensure that the confidential information is not written down and kept where it can easily be discovered.

You are responsible to keep all of your personal information, usernames and passwords up-to-date, secure and confidential and must notify Sebenza Nawe immediately if there has been any breach of or if you suspect any breach of security or confidentiality.

3. USE OF THE WEBSITES

Sebenza Nawe may offer you services and/or products to you from time to time and reserves the right to modify, replace or discontinue any existing service without prior notice to you.

You may not cede or assign any of your rights under any agreement with Sebenza Nawe without the prior written consent of Sebenza Nawe.

Permission is granted to temporarily download one copy of the materials (information or software) on Sebenza Nawe's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and you may not (whether alone or in conjunction with any third party):



- alter, reverse-engineer, modify, circumvent, disable, amend, tamper with or change any part of the websites;
- alter, reverse engineer, modify, circumvent, disable, amend, tamper with or change any security features of the websites;
- infect the websites with any software, malware or code that may infect, damage, delay or impede the operation of the websites or which may intercept, alter or interfere with any data generated by or received through the websites; and
- allow any third party to use your usernames and passwords in any manner other than as permitted by these terms.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Sebenza Nawe at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

4. RISK, LOSS OR DAMAGES

You hereby agree that subject to applicable law, Sebenza Nawe will not be liable for:

- a) Any interruption, malfunction, downtime, off-line situation or other failure of the websites or online services, Sebenza Nawe's system, databases or any of its components, beyond [insert]'s reasonable control;
- b) Any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of Sebenza Nawe's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on Sebenza Nawe's system or third party systems or programming defects;
- c) 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 Sebenza Nawe has no direct control.



Neither you nor Sebenza Nawe, nor Sebenza Nawe's IT personnel, will be held liable for any failure to perform any obligation to the other due to causes beyond your, Sebenza Nawe or Sebenza Nawe's IT personnel's respective reasonable control, including lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom Sebenza Nawe is not responsible (including telecommunications and internet service providers) or acts of government or other competent authorities.

You indemnify and hold Sebenza Nawe harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the websites, or the use of information and/or images available on the websites, whether due to Sebenza Nawe's negligence or not.

You agree that your sole and exclusive remedy for any dispute of any nature with Sebenza Nawe in relation to your use of the websites, is to stop using the websites.

5. TRANSMISSION AND ACCURACY OF INFORMATION

Sebenza Nawe is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

Security measures have been implemented to ensure the safety and integrity of the websites. However, despite this, information that is transmitted over the Internet may be susceptible to unlawful access and monitoring.

Sebenza Nawe gives no guarantee of any kind concerning the content on our websites. Sebenza Nawe does not give any warranty (express or implied) or make any representation that Sebenza Nawe's online service will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.



6. DEEMED RULES FOR SENDING AND RECEIVING ELECTRONIC MESSAGES

You hereby acknowledge that Sebenza Nawe will primarily use e-mail and electronic notices on the websites, as Sebenza Nawe's main communication tool for all communications relating to the websites, or these terms and conditions. Such communications may include the use of SMS (short message services), registered mail or telephonic advice.

You and Sebenza Nawe hereby agree that the provisions of Part 2 of Chapter III of the Electronic Communications & Transactions Act 25 of 2002 are hereby excluded and that the following terms will apply when you (or any one acting on your behalf) and Sebenza Nawe send each other electronic messages via any electronic means, including via the websites and its application forms and email ("communication system"):

Where you make an offer to Sebenza Nawe, an agreement is formed at the time Sebenza Nawe sends you its written acceptance of your offer. An automated or manual acknowledgement of receipt of your electronic message shall not be deemed to constitute acceptance.

All electronic messages will be deemed to have been sent from, and received at your specified e-mail address and [insert]'s address as specified in the websites.

An electronic message is deemed to have been sent:

- by you, at the time at which Sebenza Nawe is capable of accessing such message;
- by Sebenza Nawe, at the time shown on the electronic message as having been sent or, if not so shown, at the time shown on our computer system as having been sent.

An electronic message is deemed to be received -

- by you, once it becomes capable of being retrieved by you;
- by Sebenza Nawe, once Sebenza Nawe has confirmed receipt thereof or responded thereto, whichever is the earlier.



An electronic message shall be attributed -

- to you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the electronic message sent to Sebenza Nawe resulted from an error or malfunction in the communication system, except if you can timeously satisfy Sebenza Nawe otherwise before Sebenza Nawe has acted upon the message.

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

Unless otherwise provided for in these terms, confirmation of receipt of your electronic message is required to give legal effect to such electronic message.

7. VIRUSES

Sebenza Nawe will take reasonable steps to exclude viruses from the websites, but cannot guarantee or warrant that any material available for downloading from Sebenza Nawe's websites will be free from infection, viruses and/or other code that has contaminating or destructive properties and no liability is accordingly accepted for viruses.

You are responsible for and we recommended that you take your own precautions and implement sufficient procedures and virus checks (including running anti-virus software and other security checks) to satisfy your particular requirements.

8. THIRD PARTY SITES

Sebenza Nawe provides certain hyperlinks to third party websites only as a convenience, and the inclusion of any hyperlinks or any advertisement of any third party on Sebenza Nawe's websites does not imply endorsement by Sebenza Nawe of their websites, their products, business or security practices or any association with its operators. You access those websites and use their products and services solely at your own risk.



9. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that all right, title and interest in, and to, any Sebenza Nawe intellectual property (including but not limited to any copyright, trademark, design, logo, process, practice, methodology which forms part of, or is displayed or used on the websites or the service including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software) is proprietary to Sebenza Nawe and will remain vested in Sebenza Nawe under all circumstances.

You agree that you will not at any time or under any circumstances acquire any rights of any nature in and to the Sebenza Nawe intellectual property

10. WARRANTIES AND REPRESENTATIONS

Sebenza Nawe makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of the website and/or the information and/or images contained on the website. The website and its content are used at your own risk.

You warrant to and in favour of Sebenza Nawe that:

- a) you are 18 years or older; or
- b) you have the legal capacity to agree to and be bound by these terms; and
- d) the terms constitute a contract valid and binding on you and enforceable against you.

Each of the warranties given by you will

- i) be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in the terms;
- ii) continue and remain in force irrespective of whether any account (where applicable) is active, suspended or cancelled;
- iii) be deemed to be material.



11. SEBENZA NAWE INFORMATION IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATION AND TRANSACTIONS ACT

- Site owner: Sebenza Nawe (Pty) Limited
- Legal status: Sebenza Nawe is a private company, duly incorporated in accordance with the laws of South Africa;
- Sebenza Nawe Registration No: 2018/210729/07;
- [insert] Director(s): David Holding, Chelaine Bramiah;
- Description of main business of: Debt collection;
- Telephone number: 086 100 7074;
- E-mail address: info@sebenzanawe.co.za ;
- Website addresses: www.sebenzanawe.co.za;
- Physical Address: 32 Flanders Drive, Mount Edgecombe, KZN, 4302;
- Postal Address: Private Bag X27, Umhlanga Rocks, 4320;
- Registered Address: 32 Flanders Drive, Mount Edgecombe, KZN, 4302.

12. SEVERABILITY

Any provision of these terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these terms will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these terms, without invalidating the remaining provisions of these terms or affecting the validity or enforceability of such provision in any other jurisdiction.



13. GOVERNING LAW

These terms and any matter arising from these terms, shall be governed by and interpreted in accordance with the substantive laws of South Africa.

For the purpose of all or any proceedings arising from your use of the websites, you consent to the jurisdiction of the magistrates' court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Court Act, 1944, provided, nevertheless, that [insert] shall have the right at its sole option and discretion to institute proceedings in any other competent court.

14. WAIVER

Failure or neglect by Sebenza Nawe to enforce any of these terms, will not be construed as a waiver of its rights, nor will such failure or neglect in any way affect the validity of the whole or any part of these terms, nor prejudice the rights of Sebenza Nawe to take subsequent action.

15. ENQUIRIES

Any questions or concerns arising from these terms or the website should be addressed to info@sebenzanawe.co.za.

16. NOTICES

For all purposes of these Terms, any notice required to be in writing shall include email.

17. WHOLE AGREEMENT

These terms constitute the whole agreement between you and Sebenza Nawe relating to your use of the website.

18. NO THIRD PARTY STIPULATION

The terms create a legally binding agreement between you and Sebenza Nawe Accordingly, unless expressly stated to be the case, the terms do not create rights in favour of any third party.