

Terms and Conditions

1 Copyright

- 1.1 Copyright in all material, information and logos presented on this web site vest with Netcash (Pty) Ltd ("Netcash").
- 1.2 The content of this web site is protected under the applicable South African and International Laws including but not limited to, South African Copyright and Trademark Laws, International Copyright and Trademark Laws and/or Conventions.
- 1.3 Nothing contained on this web site should be construed as granting any license or right to use any material on this web site.
- 1.4 Users seeking permission to use the content of this web site for commercial purposes may e-mail marketing@netcash.co.za and may not do so unless written consent thereto has been received from Netcash.
- 1.5 Netcash cannot nor does it exercise continuous editorial control over the content of this web site and accepts no responsibility for any illegal, discriminatory, defamatory or obscene content appearing on this web site. Users are invited to inform Netcash of such matter appearing on this web site to the email address referred to in clause 1.4 above or by telephone to 0861 338 338 (+2721 521 5200) GMT+2.

2 Communications

- 2.1 By visiting or sending e-mails to Netcash via this web site, the user consents to receiving electronic communications from Netcash, provided that where the communications amount to direct marketing, the Netcash will obtain the appropriate consent (if required) in terms of the Protection of Personal Information Act (4 of 2013).
 - 2.2 The user thereby agrees that all agreements, notices, disclosures and other communications sent by Netcash satisfies any legal requirements, including but not limited to, the requirements that such communications should be "in writing".
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2.3 Netcash may monitor communications (such as e-mails from the web site) in order to ensure the quality of communications as well as for purposes of investigating or detecting the unauthorised use of the communications system and criminal activities. Please do not communicate with us if you do not wish for your communications to be subjected to such scrutiny.

3 Hyperlinks

3.1 Netcash may provide hyperlinks to other related internet web sites. Netcash does not sponsor nor edit these web sites and these links are provided for the user's convenience only.

3.2 The inclusion of these links does not imply endorsement by Netcash of the web site and any use and/or reliance on the web site is at the user's own risk.

4 Prohibited activities

No user, be it a person, business or web site may:

4.1 frame this web site or any of the pages on this web site in any manner whatsoever;

4.2 use any technology to search and gain information from this web site unless the prior written consent of Netcash is obtained.

5 Disclaimer

5.1 The user expressly agrees that the use of the Netcash web site is at the user's sole risk.

5.2 Netcash makes no representations or warranties that this web site is free from errors and/or omissions nor that the service provided will be uninterrupted and free from defects. Users are invited to report any possible malfunctions and defects to the email address referred to in clause 1.4 above or by telephone to 0861 338 338 (+2721 521 5200) GMT+2.

5.3 This web site is provided on an "as is" basis, without any representation or endorsement made and without any warranty of any kind whether express or implied, including but not limited to warranties of satisfactory quality, non-infringement, title, security and compatibility. It is the sole responsibility of the users to satisfy themselves prior to entering into this agreement that the services available on this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

5.4 The user acknowledges and confirms that it has no indemnity for indirect, direct, incidental, special, consequential and punitive damages arising from the use of or inability to use the Netcash web site.

5.5 Netcash has taken reasonable measures to ensure the integrity of this web site and its contents. However, no warranty, whether express or implied, is given that any applications, downloads and/or files available via this web site are free of viruses, worms, trojans, time locks or any other data or code which has the ability to corrupt or affect the operation of the user's system.

5.6 No advice or opinion expressed on this web site should be regarded as professional advice and users are advised to seek professional advice before placing reliance on any opinion given in this web site.

6 Jurisdiction

6.1 By accessing this web site, the user consents to the South African law and the jurisdiction of the South African courts governing any action which may arise in respect of the user's use of this web site.

7 Privacy / Confidentiality

7.1 The user acknowledges that for the protection of both Parties, any personal information in this Agreement shall be regulated by Protection of Personal Information Act (4 of 2013) as set out in the Netcash privacy notice located at: https://netcash.co.za/legal/netcash_privacy-notice_v1.0.pdf

8 Security

8.1 Any user that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorized access to any page on this web site shall be criminally prosecuted.

8.2 Netcash may also, at its sole discretion, institute civil action for damages suffered as a result of such conduct.

9 Alteration to Terms and Conditions

9.1 The use of or access to this web site constitutes the user's acceptance of the above terms and conditions.

9.2 Netcash has the exclusive discretion to alter the terms and conditions of this web site at any time, without prior notice to the user and such changes shall be binding on the user