

## **1. Access**

Any person ("user") accessing this website is subject to, and agrees to, these terms and conditions. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use or download and/or otherwise copy or distribute content obtained at this website, and must leave this website immediately.

## **2. Disclaimer**

The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. We will not be liable for any direct, indirect, special, incidental, consequential, punitive or any other damages whatsoever, whether in an action of contract, statute, or otherwise, relating to the use of this website or its information by the user or any third party who obtained any content from the user. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Certain links in the web server may lead to resources maintained by third parties over whom we have no control. We make no representations or warranties as to the accuracy of, or any other aspect relating to, those resources. We are not responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

## **3. E-mail disclaimer**

All our e-mail messages and their attachments contain information which may be confidential, private or privileged in nature and is subject to legal privilege. Therefore, if you are not the intended recipient, you are prohibited from pursuing, disseminating, altering, distributing, forwarding, storing or copying this message (or part thereof) or file (or part thereof) which is attached to this message and any action in reliance on the contents of this e-mail or its attachments is prohibited. If you have received this message in error, please notify the sender by e-mail, telephone or facsimile and thereafter return, delete and/or destroy the original message from your system. Remember that the other terms and conditions on this website are also applicable.

Please note that the recipient must scan this e-mail and any attached files for viruses and the like. We accept no liability of whatever nature for any loss, liability, damage or expense (of whatsoever nature and arising from whatsoever cause and whether such loss, damages, liability or expense is actual, contingent, consequential, direct or indirect) resulting directly or indirectly from the message itself or the access to any files which are attached to this message, and without derogating from the generality hereof, from malicious software code or viruses in this message or attachments, including data corruption resulting therefrom. Opening of the message itself or any files that are attached to this message, is therefore at the sole risk of the recipient. None of our employees or representatives is permitted to send unsolicited messages ("spam") and our company cannot be held liable therefore.

Any recipient of an unacceptable communication, spam, derogatory statements, defamatory statements, a chain letter or offensive material of any nature is requested to report it to us at our chosen e-mail address. Should this message contain an unacceptable communication, spam, derogatory statements, defamatory statements, a chain letter or offensive material of any nature, it means that the message has been sent outside the sender's scope of

employment with We and only the sender can be held liable in his/her personal capacity.

#### **4. Changes**

We reserve the right to change these terms and conditions of use at any time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

#### **5. Privacy monitoring and disclosure to third parties.**

We will not make personal information that we collect from you available to any outsider unless you consent or we are legally compelled to do so, or we have to protect our rights, or it is in the public interest. We may provide your information to other service providers that handle information on our behalf. We may gather and analyze information on our visitors' routine use of this website. We use this information to monitor which areas of the website are most frequently visited, to assist us to better our services and products. This information is pooled so individual personal information, behavior or patterns cannot be identified. Whenever we commission other organizations to provide support services to us, we will bind them to our privacy policies as far as they may be required to have access to our customers' personal information to perform such services.

Subject to the provisions of the Regulation of Interception of Communications Act 70/2002, we may intercept, block, filter, read, copy, disclose and use all communications received on this website.

Our website may contain links to or from other sites, and we are not responsible for the content or the security or privacy practices employed by other sites. It is in your interest to read the privacy and security statements on these sites.

#### **6. Security**

We have in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information. Authorized employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. It is expressly prohibited for any person or entity to gain or attempt to gain unauthorized access to any page on this website, or to deliver or attempt to deliver any unauthorized, damaging or malicious code to this website. If anyone delivers or attempts to deliver any unauthorized, damaging or malicious code to this website or attempts to gain unauthorized access to any page on this website, a criminal charge will be laid against that party and civil damages will be claimed.

#### **7. Hyperlinks**

Any links, hyperlinks or deep links, to this website, framing of any page on this website, including the home page, in any way whatsoever, without our prior written approval is expressly prohibited.

## **8. Cancellation of mailings lists (ECT 45)**

If you receive any unwanted SMS or e-mail communications from us, you are entitled to request us to disclose to you where from we received your particular details, and to be removed from the mailing lists.

## **9. Cookies**

We may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow this website to count users who have accessed a particular page and to access certain cookies) to ensure that the website is well managed and may use cookies to collect aggregate data. We may use such devices from time to time to track information on its systems and identify categories of users by items such as IP address, domain, browser type and pages visited the user's name or e-mail address.

## **10. Formation of agreement (ECT 21)**

1. Formation of contracts.

a. An agreement concluded by means of data messages as defined in the ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("ECT"), is concluded at the time when and place where the acceptance of the offer was received by the offeror.

b. A data message used in the conclusion or performance of any agreement between us and the user must be regarded as having been sent by the user when it enters an information system outside the control of the user or, if the user and we are in the same information system, when it is capable of being retrieved by us.

c. A data message must be regarded as having been received by us if and when the complete data message enters an information system designated or used for that purpose by us and we respond thereto.

d. A data message must be regarded as having been sent from the originator's usual place of business or residence in the Republic of South Africa and as having been received at the addressee's usual place of business or residence in the Republic of South Africa. Our usual place of business will be Pretoria.

2. As between the originator and the addressee of a data message an expression of intent or other statement is not without legal force and effect merely on the grounds that -

a. it is in the form of a data message; or

b. it is not evidenced by an electronic signature but by other means from which such person's intent or other statement can be inferred.

3. A data message is that of the originator if it was sent by -

a. the originator personally;

b. a person who had authority to act on behalf of the originator in respect of that data message; or

c. an information system programmed by or on behalf of the originator to operate automatically unless it is proved that the information system did not properly execute such programming.

4. An acknowledgement of receipt of a data message sent to the user is not necessary to give legal effect to that message.

#### **11. Information Disclosures (ECT 43)**

- a. Full name and legal status of web site owner: Startfin Holdings (Pty) Ltd**
- b. Registered and Physical address: Maxi bldg., 1293 South street, Zwartkop, Centurion**
- c. Official telephone number: (012) 643-4200**
- d. Official web site address: <http://www.creditsolutions.co.za>**
- e. Official e-mail address: [info@startfin.co.za](mailto:info@startfin.co.za)**
- f. Membership of accreditation bodies : National Credit Regulator NCRCP1063 | NCRCP390  
: Financial Services Board FSP1966 | FSP46162**
- g. Registration number and names of office bearers: 2002/006053/07**
- h. Main characteristics of the goods or services offered: Financial Services**

#### **12. Entire agreement and severability**

These terms and conditions of use constitute the agreement between us and the user of this website. Any failure by us to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

#### **13. Jurisdiction and Applicable law**

The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this web site or other electronic communications and transactions. The law of the Republic of South Africa shall govern and apply to this agreement. The products and services are only available to South African citizens.