

## **WEBSITE TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE CarSure website OR ANY PART THEREOF (THE CarSure website) IN TERMS OF SECTION 11(3) OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#).

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE CarSure website immediately, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### **DEFINITIONS AND INTERPRETATION**

- a) "Cre8" means Alexander Forbes Cre8 (Pty) Ltd, a company duly incorporated in accordance with the Companies Act 61 of 1973, as amended;
- b) "CarSure website" means the Alexander Forbes CarSure website located at <http://www.carsure.co.za> and <https://forms.frs.co.za/login/login.html?cs> and includes any part or element thereof;
- c) "User" means any person who enters or uses the CarSure website, notwithstanding the fact that such a person only visited the home page of the CarSure website;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

### **1. GENERAL**

Cre8 is a leading provider of financial services and insurance products.

### **2. ALLOWED USE AND LICENSE**

2.1 Cre8 licenses the User to view, download and print the content of the CarSure website, provided that such content is used for personal, educational and/or non-commercial purposes only;

2.2 Content from the CarSure website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Cre8;

2.3 Users may only access and use the CarSure website for legal purposes;

2.4 The caching of the CarSure website shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the CarSure website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Cre8.

2.5 If any User uses content from the CarSure website in breach of the provisions detailed herein:

2.5.1 Cre8 reserves the right to claim damages from the User;

2.5.2 Cre8 reserves the right to institute criminal proceedings against the User; and

2.5.3 Cre8 shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the CarSure website from any other source shall be directed at the home page of the CarSure website. Cre8 shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the CarSure website, if such content was accessed through a hyperlink not directed at the home page of the CarSure website. Persons that wish to link to content beyond the home page of the CarSure website shall do so at their own risk and indemnify Cre8 against any loss, liability or damage that may result from the use of content from the CarSure website, if such content was accessed through a hyperlink not directed at the home page of the CarSure website;

2.7 No person may frame the CarSure website, in any manner whatsoever, without the prior written consent of Cre8;

2.8 Apart from bona-fide search engine operators and use of the search facility provided on the CarSure website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the CarSure website for any purposes, without the prior written consent of Cre8; and

2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Cre8 at any time without giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

All intellectual property on the CarSure website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Cre8 and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the CarSure website are expressly reserved.

#### **4. SOFTWARE AND EQUIPMENT**

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the CarSure website and/or download content from this website.

#### **5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

Access to the services, content, software and content downloads available from the CarSure website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Cre8 has the duty to disclose the following information:

5.1 The full name and legal status of the website owner: Alexander Forbes Cre8 (Pty) Ltd

5.2 Company Registration Number: 2007/018288/07

5.3 VAT registration number: 4150240036

5.4 Street address: Alexander Forbes Place, 90 Rivonia Road, Sandton, 2196

5.5 Postal address: P O Box 781692, Sandton, 2146

5.6 Physical address for receipt of legal service: Alexander Forbes Place, 90 Rivonia Road, Sandton, 2196

5.7 Telephone Number: +27 (11) 669 3000

5.8 Board : A Ossip; KB Eales; CM Masondo; SH Schoeman; I Boreham (alternate); GS Gianni (alternate)

5.9 Directors: : A Ossip; KB Eales; CM Masondo; SH Schoeman; I Boreham (alternate); GS Gianni (alternate)

5.10 Company Secretary: Alexander Forbes Technology Services (Pty) Ltd

5.11 Main business: Cre8 is an autonomous company of Alexander Forbes group who provide niche managed short term insurance facilities as well as new and enhanced insurance products and financial services to the Insurance Industry.

5.12 The website address of the CarSure website is: <http://www.cre8.co.za>;

5.13 The official email address of the CarSure website is: [info@cre8sa.co.za](mailto:info@cre8sa.co.za)

5.14 Membership of self-regulatory or accreditation bodies: the Ombudsman for Short-Term Insurance, Financial Services Board.

5.15 Codes of conduct to which the Cre8 subscribes: FAIS Code of Conduct, Internal Code of Conduct;

5.16 Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000: [Click here](#) to access and view the Cre8 Information Manual;

5.17 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

5.17.1 access to the CarSure website;

5.17.2 the inability to access the CarSure website;

5.17.3 the services and content available from the CarSure website; or

5.17.4 these terms and conditions,

Shall be referred to arbitration in terms of the [expedited rules](#) of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

5.18 The costs associated with the access and use of the CarSure website are as follows:  
Free;

5.19 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website; and

5.20 Users may lodge complaints concerning the CarSure website by contacting [info@cre8sa.co.za](mailto:info@cre8sa.co.za). Users hereby assign the copyright in such complaints to Cre8 and understand that Cre8 may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.

## **6. DISCLOSURES REQUIRED BY SECTION 8 OF THE FAIS ACT**

6.1 Cre8 and is an Authorised Financial Services Provider as defined in the [Financial Advisory and Intermediary Services Act 37 of 2002](#); and

6.2 FAIS License number: 10411

## **7. CHANGES AND AMENDMENTS**

Cre8 expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

7.1 change these terms and conditions;

7.2 change the content and/or services available from the CarSure website;

7.3 discontinue any aspect of the CarSure website or service(s) available from the CarSure website; and/or

7.4 change the software and hardware required to access and use the CarSure website.

## **8. PRIVACY**

8.1 Cre8 shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000](#) (PAIA);

8.2 Cre8 may electronically collect, store and use, amongst other, the following personal information of Users:

8.2.1 name and surname;

8.2.2 contact details;

8.2.3 non-personal browsing habits and click patterns;

8.2.4 email address; and

8.2.5 IP address.

8.3 Cre8 collects, stores and uses the abovementioned information for the following purposes:

8.3.1 communicate requested information to the User;

8.3.2 newsletter database;

8.3.3 registration and / or authentication of Users; and

8.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the CarSure website;

8.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;

8.5 Cre8 may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

8.5.1 Cre8 shall not disclose personal information from Users unless the User consents thereto;

8.5.2 Cre8 shall disclose information without the User's consent only through due legal process; and

8.5.3 Cre8 may compile, use and share any information that does not relate to any specific individual; and

8.6 Cre8 owns and retains all rights to non-personal statistical information collected and compiled by Cre8.

## **9. HYPERLINKS TO THIRD PARTY SITES**

9.1 Cre8 may provide hyperlinks to websites not controlled by Cre8 (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and

9.2 Cre8 does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

## **10. SECURITY**

10.1 Cre8 shall take all reasonable steps to secure the content of the CarSure website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Cre8 does not make any warranties or representations that content shall be 100% safe and secure;

10.2 Cre8 is under no legal duty to encrypt any content or communications from and to the CarSure website and is also under no legal duty to provide digital authentication of any page on the CarSure website;

10.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the CarSure website or the server and computer network that support the CarSure website;

10.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the CarSure website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Cre8 harmless against any and all liability, damages and losses Cre8 and its partners / affiliates may suffer as a result of such damaging code;

10.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the CarSure website and Cre8 reserves the right to claim damages any and all persons concerned with a security failure or breach; and

10.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by AF Risk Service and its partners / affiliates.

## **11. DISCLAIMER AND LIMITATION OF LIABILITY**

11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Cre8 (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

11.1.1 access to the CarSure website;

11.1.2 access to websites linked to the CarSure website;

11.1.3 inability to access the CarSure website;

11.1.4 inability to access websites linked to the CarSure website;

11.1.5 content available on the CarSure website;

11.1.6 services available from the CarSure website;

11.1.7 downloads and use of content from the CarSure website; or

11.1.8 any other reason not directly related to Cre8' gross negligence.

11.2 The CarSure website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Cre8, that the content available from and through the CarSure website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;

11.3 Nothing on this site should be construed as solicitation, offer, advice, recommendation, or any other service to acquire or dispose of any financial advice or investment, or to engage in any other financial transaction or investment. The content and/or information contained on this site are provided for Users informational and educational convenience only. Nothing on this site should be relied on and Users should consult with an authorised financial advisor prior to making any financial decisions;

11.4 Cre8 does not make any warranties or representations that content and services available from the CarSure website will in all cases be true, correct or free from any errors. Cre8 shall take all reasonable steps to ensure the quality and accuracy of content available from the CarSure website and encourage Users to report incorrect and untrue information subject to the right of Cre8 to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and

11.5 Cre8 does not make any warranties or representations that the CarSure website shall be available at all times. Users acknowledge that the CarSure website may be unavailable due to updates or other causes beyond the reasonable control of Cre8, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

## **12. REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the CarSure website to Cre8 and Cre8 undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **13. INTERCEPTION OF COMMUNICATIONS**

13.1 Subject to the provisions of the [Regulation of Interception of Communications \(RIC\) Act 70 of 2002](#), the User agrees to Cre8' right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the CarSure website, its staff and employees; and

13.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

14.1 These terms and conditions constitute the entire agreement between Cre8 and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Cre8 from the User;

14.2 Any failure by Cre8 to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## **15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

The User and Cre8 agree that:

15.1 the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the CarSure website for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the User to Cre8 shall only be deemed to have been received if and when responded to and an automated response is not a response for this purpose;

15.3 data messages (as defined in the ECT Act) addressed to the User by Cre8 shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

15.4 data messages (as defined in the ECT Act) addressed by the User to Cre8 shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Cre8; and

15.6 The User agrees and warrants that data messages that are sent to Cre8 from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

## **16. APPLICABLE AND GOVERNING LAW**

Subject to clause 5.5, the CarSure website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the CarSure website, its content, services and these terms and conditions.

## **17. LEGAL COSTS**

Cre8 shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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2005.