

## Terms & conditions

These terms and conditions should be read carefully before you use this web site. In using the site you agree to the terms and conditions set out here. If you do not want to be bound by these terms and conditions, you should stop using the site.

### **Content**

Coface South Africa has taken all reasonable steps to ensure that the information on this site is true and accurate in all material respects and that there is no misleading information on the site. However, Coface South Africa gives no guarantee in respect of the accuracy of the information on the site. The content of the site is general in nature and for information only.

### **Access**

Coface South Africa does not guarantee the full functioning of the site, nor that defects will be corrected or that the site or the server that makes it available is free from viruses. Coface South Africa reserves the right to withdraw access to some or all of the pages on the site at any time without notice and accepts no responsibility for these pages not being available.

### **Links**

If Coface South Africa provides links to other web sites, Coface South Africa does so for information only and such links are not evidence of any recommendation by Coface South Africa of any products or services on such sites. The use of such links is entirely at your own risk and Coface South Africa accepts no responsibility for the content or use of such web sites or for the information contained on the sites.

### **Rights**

All rights, including copyright, in the site and its contents are owned by Coface South Africa. You are responsible for obeying all applicable copyright laws. You may use the information and take occasional copies of the site during your normal viewing of it. You may also print from the site provided that this is for your own personal use. Otherwise the information may not be reproduced, stored in any way (including in any other web site), given to any other person or included in any way into another document or other material without obtaining the prior written permission of Coface South Africa.

### **Use of the site**

You agree to use the site for lawful purposes and in a way which does not affect the rights of, or restrict the use and enjoyment of the site by any third party. You agree not to transfer to the site any information or other content which is or may be inaccurate, defamatory, offensive or in breach of our rights or damaging to the software or performance of the site.

### **Territory**

The site is directed at South African residents only and the services described in the site are only available to South African residents to the extent that Coface South Africa is licensed to sell insurance within South Africa. You agree to use the site in a manner consistent with any and all applicable law and regulation in the country in which you access the site.

### **Your responsibilities**

You are totally responsible for the use of the site by any person using your computer and are responsible for ensuring that any such person fully complies with these terms and conditions.

### **Your breach**

If you breach these terms and conditions you agree to indemnify Coface South Africa in respect of any losses, costs or damages including reasonable legal fees incurred by Coface South Africa in relation to such breach.

### **Data protection**

The data controllers are Coface South Africa and Coface Services South Africa of Nyanga Office Park, Inyanga Close, Sunninghill, Sandton. In compliance with the [Data Protection Act 1998](#), when Coface South Africa and Coface Services South Africa are provided with personal data, we will hold the data, together with other information, securely and confidentially and process it for the purpose of carrying out our activities. These activities are administration, marketing and prospecting, accounts and records, debt management, factoring, credit insurance and assessment, research and legal services. We may need to share the data with other companies within the Coface Group or responsible third parties within or outside South Africa.

If you provide data on another individual within your business, you confirm that you have the consent of that individual to forward the data to us and we will process the data as above.

Coface South Africa and Coface Services South Africa, another company within the Coface Group or responsible third parties associated with our business, may keep your information for a reasonable period for the on-going pursuance of our business activities as stated above. We may also use the data you provide to contact you by mail, telephone, fax or email with information about our other products and services. If you do not want to be contacted by us, please complete your details and tick the appropriate box on the 'Email us' version of the 'Contact us' page of the site and send it to us. However, please remember that this will preclude you from receiving details of any of our offers.

By completing and returning any forms to us from this site you consent to us processing your personal data for the above purposes. You also consent to us transferring your information to countries outside South Africa. If we do make such a transfer we will ensure your information is protected.

A copy of the data we hold on you may be obtained for a small fee upon written request to Coface South Africa at Nyanga Office Park, Inyanga Close, Sunninghill, Sandton.

### **Privacy statement**

Coface South Africa recognises the importance of the responsible use of any personal information about you which may be collected through this site. Coface South Africa will only disclose your personal information to other Coface Group companies or responsible third parties associated with our business.

### **Limitation of liability**

Coface South Africa does not accept any responsibility for any losses or damages whatsoever arising out of access to, use of or reliance on any information posted on the site or any link to a web site or any information contained on or accessed through such a site.

### **Entire agreement**

These terms and conditions contain the entire understanding between you and Coface South Africa with regard to your use of the site. Coface South Africa reserves the right to change these terms and conditions from time to time. Use of the site is subject to the terms and conditions posted on the site at the time of your visit. If you do not agree to any changes to the terms and conditions then you must stop using the site immediately.

### **No insurance contract**

Coface South Africa does not sell insurance over the Internet from this site. Any contract of insurance between you and Coface South Africa will be governed by separate terms and conditions agreed between you and Coface South Africa.

### **Governing law**

These terms and conditions and your use of the site are governed by South African law. Disputes arising out of these terms and conditions shall be subject to the exclusive jurisdiction of the South African courts.