



effco

ENTERPRISE FEDHA FINANCE COMPANY

PRIVACY POLICY

EFFCO's Commitment

Enterprise Fedha Finance Company (Pty) Limited ("EFFCO") recognises and respects users' right to privacy. Accordingly, EFFCO is committed to safeguarding your personal information ("Personal Information").

Sharing Information

Certain Personal Information can be obtained automatically as users navigate through the Website. This includes, but is not necessarily limited to the users internet protocol address, the software with which the user browses the Internet and their domain. This assists EFFCO to manage the site and provide functionality to users. EFFCO may use this information for it's own marketing purposes, but will not disclose Personal Information to any one unless:

- we are compelled to do so by law or in terms of a court order;
- it is in the public interest to do so; or
- it is necessary to protect our rights.

Third Parties

Whenever we commission other organisations 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. Our Website may contain links to or from other sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the security or privacy practices employed by other sites. Thus, we recommend that you always read the privacy statements on such sites.

Storing Personal Information

EFFCO will ensure we have appropriate physical and technological security measures to protect your information regardless of where it is held.

Right to Amend this Privacy Policy

EFFCO reserves the right to amend this privacy policy at any time. All amendments to this privacy policy will be posted on the Website. Unless otherwise stated, the current version shall supersede and replace all previous versions of this privacy policy.

CONDITIONS OF USE

Please read the Conditions of Use below. They apply to all users of this Website ("the Website") without qualifications or exceptions. By using this Website in any way, you shall be deemed to have unconditionally accepted all the Conditions of Use ("Conditions"). You must not use this Website if you do not agree to these Conditions.

Use of Website

We may in our sole discretion terminate your access to or use of this Website for any reason, including without limitation where we believe that you have not acted in accordance with the Conditions of this Website.

When using this Website, you:

- (1) must not interfere with or jeopardise the functionality or the operation of any part of this Website or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this Website;
- (2) are strictly prohibited from using this Website for "spoofing", "hacking", "flaming", "cracking" or "spamming";
- (3) may not intercept any information transmitted to or from Enterprise Fedha Finance Company (Pty) Limited or this Website; and
- (4) must respect other users of this Website at all times.

Amendments to these Conditions

We may amend these Conditions from time to time without notification to you. By accessing this Website you are bound to the version of the terms and conditions published at the time of any visit to this Website.

Intellectual Property

This Website is owned by Enterprise Fedha Finance Company (Pty) Limited ("EFFCO") which has a copyright or a use licence in respect of all material contained on the Website. No content of the Website may be downloaded, altered, distributed, transferred, added to, or in any other way interfered with, except as otherwise expressly indicated or with the prior consent of EFFCO.

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Information on this Website

All information on the Website is only intended to provide you with general information relating to us, our products and services. All information regarding the product and services including information in respect of the Conditions or any other matters are subject to change without notice.

Third Party Information and Websites

We may use the services of other third party organizations to provide information on this Website. We have no control over the third party information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. We will not be directly or indirectly liable for any damages that may arise from your reliance on it.

Where we provide hypertext links to third party Internet Websites, such links are not an endorsement by us of any products or services in such Websites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such Websites. We have not verified the truth or accuracy of any content of such Websites. No third party is permitted to link any other Website to this Website without obtaining our prior written consent.

No Warranty

Although we have taken all reasonable care to ensure that the information provided on this Website is accurate, we give no warranties of any kind.

ALL CONTENT AND THE WEBSITE ITSELF ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. EFFCO MAKES NO REPRESENTATIONS OR WARRANTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES OF ANY KIND TO USER AND/OR ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR FREEDOM FROM COMPUTER VIRUS.

Opinions and any other content on the Website are provided by us for personal use and informational purposes only and are subject to change without notice.

No Liability

We will accept no liability in any event including (without limitation) negligence for any damages or loss of any kind, including (without limitation) direct, indirect, incidental, special or consequential damages, expenses or losses arising out of, or in connection with your use or inability to use the Website, or in connection with any error, omission, defect, computer virus or system failure, or loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or in connection with the access of, use of, performance of, browsing in or linking to other Websites from this Website.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Website or any part of it, with or without notice, at any time. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Website.

Governing Law

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions and you agree that the South African Courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Website and these terms and conditions.

Confidential Email Communications

Please do not send confidential information over the Internet. Any information sent to EFFCO is at your own personal risk. Internet communications may not be secure. We recommend that you do not send confidential information to us over the Internet unless it is sent by some secure method of transmission using appropriate encryption technology. We do not accept legal responsibility for any confidential information sent to us without using such security protection.

General Provisions

The headings of the clauses in this document are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions. Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used. No failure or delay by us to exercise any of our rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part these conditions or prejudice our right to take subsequent action against you. If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable, the term, condition or provision will be deleted from the remaining terms, conditions and provisions which will continue to be valid to the full extent permitted by law.