



Consumer Friend™
Outsource Debt Review Solutions

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TERMS AND CONDITIONS OF USE

Version 1 November 2018

1. Definitions and Interpretation

- 1.1. "Consumer Friend" means Samdale Trading (Pty) Ltd, Registration Number 2004/025181/07, trading as Consumer Friend™
- 1.2. "User" means any person who accesses this Website for any purpose whatsoever.
- 1.3. "Website" means the website of Consumer Friend at URL <https://www.consumerfriend.co.za> or such other URL as Consumer Friend may choose from time to time.

2. Terms and Conditions of Use of the Website

- 2.1. Access, browsing and use of this Website is governed by the Terms and Conditions as set out herein. By accessing and browsing this Website the User agrees to be bound by these Terms and Conditions and to any amendments hereto from time to time.
- 2.2. These terms and conditions include the **Consumer Friend Privacy Policy** which governs the processing of any Personal Information which may be provided by the User on the Website. The Consumer Friend Privacy Policy may be accessed and read at: <http://www.consumerfriend.co.za/privacy-policy>
- 2.3. The User acknowledges that due to legal and other developments, Consumer Friend may amend these Terms and Conditions from time to time. The version of the Terms and Conditions is indicated by the Effective Date reflected in the title of the Terms and Conditions Document.
- 2.4. The User agrees to remain apprised of the current version of these Terms and Conditions as reflected by the Effective Date and agrees to be bound by any updated Terms and Conditions from time to time.

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DIRECTORS: R.E Easton-Berry, G.C. Stewart, L.I Toth, R. Simelane, R.J.A Ryan (UK), C.J Rusbasan (US),

Proprietor: Sam Dale Trading (PTY)LTD Registration No. 2004 / 025181 / 07

3. Content

- 3.1. While Consumer Friend endeavours to ensure that all material published on the Website is accurate at the time of its publication, it gives no warranties as to the accuracy thereof. The use of the information published is entirely at the risk of the User, and Consumer Friend may not be held liable or responsible for any claims howsoever arising from the use or browsing of the Website.
- 3.2. Consumer Friend does not warrant or guarantee that this Website or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by Consumer Friend will continue to operate, will operate without interruptions or will be error free or that it will be free of any software virus or other harmful component.

4. Hyperlinks and Third-Party Sites

- 4.1. The Website contains hyperlinks to Websites owned and / or operated by third-parties. Consumer Friend accepts no responsibility for the content of such third-party websites and has not endorsed or approved the content thereof. Similarly, any hyperlink to a third-party website does not imply that Consumer Friend sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for such website.
- 4.2. The User agrees and acknowledges that Consumer Friend is not liable in any way whatsoever, for the operation and content of any third-party websites that may be linked to this Website (regardless of whether or not a link has been permitted by Consumer Friend).

5. Intellectual Property

- 5.1. Except where expressly stated to the contrary, all copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in the Website remains the sole Ownership and Intellectual Property of Consumer Friend, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any Intellectual Property owned by Consumer Friend or any other party.
- 5.2. The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of Consumer Friend. Consumer Friend does however permit the User to display the content of this Website on their computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available on this Website, subject to the proviso that:
 - 5.2.1 this is for the Users personal education or the education of the employees and /or owners of the Users business, with respect to Debt Review or for the provision of Debt Review services;
 - 5.2.2 the User does not modify the content of this material;
 - 5.2.3 the Consumer Friend Website is the acknowledged source including the reference <https://www.consumerfriend.co.za> ; and
 - 5.2.4 this permission may be revoked at any time by Consumer Friend.

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- 5.3 The Website may not be used for any reason other than those set out above, and in these Terms and Conditions. Without restricting the generality of the foregoing, the User may not make commercial use of the content of this Website, include the content of this Website in or with any product for creation or distribution, or copy the content of this Website onto another Website, without the prior written consent of Consumer Friend. Enquiries in this regard may be made to info@consumerfriend.co.za.

6 Linking, Framing and Crawling

- 6.1 The prior written consent of Consumer Friend is required before any hyperlink is created by any third- party. Permission, if granted, will be subject to the condition that the party linking to this Website alerts Users to the application of these terms and conditions and subject to any further conditions that Consumer Friend may deem appropriate and require at the time. Requests for such permission can be emailed to info@consumerfriend.co.za
- 6.2 Permission to link to this Website will be granted strictly without the assumption of any liability on the part of Consumer Friend. Consumer Friend reserves the right to withdraw permission granted to link to this Website at any time in its sole and undisputed discretion.
- 6.3 The prior written authority of Consumer Friend, together with any conditions it may impose, is required before this Website, any of its pages and/or any of the information contained on the Website is framed. Requests for authority can be emailed to info@consumerfriend.co.za
- 6.4 Save for the use of bona fide search engine and the search facility provided on the Website for 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 Website for any purpose without the prior written consent of Consumer Friend. Any attempt to do so, whether successful or not, shall be deemed an offence as contemplated in Clause 7.

7 Security

- 7.1 Any person or third-party, who in any manner interferes with the data or information displayed on this Website in any way which results in it being modified, destroyed or otherwise rendered ineffective or inaccurate, acts contrary to the provisions of the Electronic Communications and Transactions Act 25 of 2002 and may be guilty of an offence.
- 7.2 Any person who in any manner interferes with any third-party's access to this Website or denies access by any other party to the Website, whether partial or absolute, may be guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.
- 7.3 Any attempt to commit or aid and abet someone in the commission of the offences referred to in 7.1 and 7.2 may be guilty of an offence in terms of the Electronic Communications and Transactions Act 25 of 2002.
- 7.4 Consumer Friend reserves the right to cause the prosecution of any person who is guilty of an committing a breach of these Terms and Conditions as described above.

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- 7.5 Consumer Friend reserves the right to institute appropriate action to obtain relief against the perpetrator of the actions contemplated in the Clauses above, with a view to recovering any damages that it may suffer and to protect the Consumer Friend Website against defacement, unauthorised amendment of content, and disruption of the use of the Website.
- 7.6 While Consumer Friend will take and institute appropriate security precautions to protect the Website against abuse by third parties, by accessing and browsing this Website the User accepts that no liability will lie against Consumer Friend for any damages caused to the User by the malicious interference with the operation of this Website, and/or any unauthorised destructive data or code that may be communicated to the Users computers or information systems as a result of the access and browsing of the Website.

8 Personal Information

- 8.1 The processing of all Personal Information by Consumer Friend is governed by the **Consumer Friend Privacy Policy.**
- 8.2 Any Personal Information which may be provided to Consumer Friend through this Website will be processed in accordance with the Protection of Personal Information Act 4 of 2013. Details of the policies relating to processing of Personal Information which may be collected through the interactive communications facilitated by this Website are contained in the Consumer Friend Privacy Policy.

9 Disclaimer and Indemnity

- 9.1 Consumer Friend expressly disclaims all liability for any direct, indirect or consequential loss or damage suffered by the User accessing and browsing the Website or the Users inability to access and browse this Website, or whether caused directly or indirectly by inaccuracies, defects, errors (whether typographical or otherwise), omissions, outdated information or for any other reason howsoever arising, even if such loss was reasonably foreseeable and Consumer Friend had been advised of the possibility of the loss occurring.
- 9.2 By the use of this Website, the User indemnifies and holds Consumer Friend, its Directors, employees, staff members, subcontractors, subsidiaries and affiliates harmless from any demand, action or application or other proceedings, including attorney's fees and related costs, made by any third party and arising out of or in connection with your use of or access, browsing or use of this Website.

10. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the law of the Republic of South Africa and the User and Consumer Friend both agree to submit any dispute arising out of the use of this Website to the exclusive jurisdiction of the appropriate jurisdiction of the Courts of the Republic of South Africa.

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11. General

- 11.1 These Terms and Conditions record the entire agreement between the User and Consumer Friend in respect of access, browsing and use of the Website.
- 11.2 If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 11.3 The omission by Consumer Friend to exercise any right under these Terms and Conditions will not constitute a waiver of any such right unless expressly recorded by Consumer Friend in writing.
- 11.4 Notwithstanding the fact that hyperlinks in these Terms and Conditions to certain documents should be deemed part of these terms and conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these Terms and Conditions.

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