



A DIVISION OF INSURANCEBUSTERS (PTY) LTD

TERMS & CONDITIONS OF USE

SMARTINSURE is a division of InsuranceBusters (Pty) Ltd.
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FSP32984 • COMPANY REG # 2007/015303/07

Introduction

This agreement applies to any visitor who uses our website. These terms of use govern your use of our website; by using our website, you agree to these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

In this agreement, the following words will have the following meanings:

The words, “you” or “your” means the visitor. The words “us,” “we” or “our” means SmartInsure; DebtBusters; InsuranceBusters; BondBusters or any other subsidiary of The IDM Group. The words “site” or “website” or “service channels” means SmartInsure Web Portal or www.Smart-Insure.co.za.

Conditions of access

The use of this site is subject to the terms and conditions of use as set out below. It is important that you read and understands the terms of use applicable to this site.

Acceptance

These terms and conditions of use become effective as soon as you have landed on our site and constitutes a binding agreement between us and you.

Important notice

The online services available on this website are only available to persons that reside in, or are nationals of, or are incorporated under the laws of the Republic of South Africa collectively referred to as “RSA” nationals.

Amendments to these conditions

We may amend these conditions from time to time without notification to you. By accessing this site, you are bound to the version of the terms and conditions published at the time of any visit to this site. You agree to view the current version each time that the site is visited.

The current version of these conditions will govern the respective rights and obligations of us and you each time you access this site.

Linked third-party sites

This site may contain certain images and link to other third-party websites (“linked sites”) with information and material produced by other parties. The linked sites are not under our control and we are not responsible for the content of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site.

We are not responsible for webcasting or any other form of transmission from linked sites nor are we responsible if the linked site is not working properly.

We are providing these links to you only as convenience, and the inclusion of any links does not imply endorsement by us of the site, their business or security practises or any association with its operators.

Hyperlinks, deep linking, crawlers and metatags

If any third party wants to establish a hyperlink, frame, metatag or similar reference whether electronically or otherwise (collectively referred to as linking), to this site, our prior written consent is required. An application for linking must be submitted to info@smart-insure.co.za

Our consent may be withheld or granted subject to conditions supplied by us.

Breach of these conditions entitles us to take legal action without prior notice to the visitor and the visitor agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.

We respect your privacy. Read our privacy policy for more information

Please read our Privacy Policy published on the website. Our privacy policy explains how, why and when we collect, use, share and store your personal information. Our privacy policy forms part of this agreement with you.

Third-party information

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

Availability of the site

The site may not be available from time to time. You must use our other service channels during this time. You can access the site seven days a week, 24 hours a day. However, at certain times, some or all of the service channels or services on them may not be available due to routine maintenance or emergency repairs or because of circumstances outside our control, such as electricity outages/blackouts, or the unavailability of any telecommunication system or networks. In this case you must use our other available service channels by contacting us via telephone or email channels.

We own the intellectual property rights in the site and its content

The contents of the site, including all registered and unregistered trademarks; logos and other graphics and multimedia works; copyright and patents are owned by us and are our intellectual property rights. You may not copy, reproduce, display, reverse engineer or use any intellectual property in any manner whatsoever without our prior written consent. Nothing on the site must be seen as granting any licence or right of use of any intellectual property.

How we will communicate with you

You agree that we can send you information about the service channels or this agreement by any means, including but not limited to publishing a notice on the service channel itself or using electronic means, including SMS or email.

We can change this agreement at any time

We have the right to change this agreement or add new terms and conditions for the use of the service channels or value-added services at any time. Whenever we change this agreement we will electronically update this agreement. We will notify you of these changes. The use of the service channels will be taken as an acceptance of the agreement. If you do not agree to the changes, you have the right to end this agreement before the end of 7 (seven) days after the changes take effect. If you do not notify us of your intention to end the agreement within this 7 (seven) day period, we can assume that you have accepted the amended agreement or new terms and conditions.

Ending this agreement

We may end this agreement at any time or end your right to use the service channels, after giving you reasonable notice. This will not affect instructions given to us using the service channels before the agreement ended.

We may also end this agreement and your right to use the service channels immediately if any one or more of the following happens:

- If we believe that your behaviour was inappropriate or constitutes misconduct.
- If you breach this agreement.
- If the law requires us to do this.

You may end this agreement by notifying us in writing or by phoning our call centre.

General

Any communication from us to you will be regarded as having been sent at the time shown on the communication or on our transmission logs and the international standard time: GMT plus two hours shall be used. In any proceedings or dispute, our records certified as correct by IDM's employee in charge of the service channel, will be sufficient proof of any instructions you have provided on the site, the content or services on any service channel or value-added service, unless you can prove otherwise. Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement or rules are invalid. The headings of the clauses in the conditions is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions. 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 terms and conditions or prejudice our right to take subsequent action against the visitor. If any of these terms and conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law. This agreement will be governed by the laws of the Republic of South Africa without giving effect to conflict of laws, provisions and jurisdiction.