

Terms and conditions – The Insurance Directory

This document sets out the terms and conditions ("Terms") of The Insurance Directory pertaining to the access and use of the information, products, services and functions provided on www.theinsurancedirectory.co.za and www.theinsurancedirectory.online

Please read these terms carefully before utilising the services provided by the website. The

Welcome to Carel Nolte PTY LTD trading as The Insurance Directory ("Company", "we", "our", "us")!

These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at TheInsuranceDirectory.co.za (together or individually "Service") operated by The Insurance Directory .

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at blake@cnandco.com so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

2. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at blake@cnandco.com

3. Purchases

If you wish to purchase any product or service made available through Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

5. Subscriptions

Some parts of Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles will be set depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or The Insurance Directory cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting blake@cnandco.com

A valid payment method is required to process the payment for your subscription. You shall provide The Insurance Directory with accurate and complete billing information that may include but not limited to full name, address, state, postal or zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize The Insurance Directory to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, The Insurance Directory reserves the right to terminate your access to the Service with immediate effect.

6. Free Trial

The Insurance Directory may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for Free Trial. If you do enter your billing information when signing up for Free Trial, you will not be charged by The Insurance Directory until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, The Insurance Directory reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

7. Fee Changes

The Insurance Directory, in its sole discretion and at any time, may modify Membership fees for the Memberships. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

The Insurance Directory will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Membership before such change becomes effective.

Your continued use of Service after Membership fee change comes into effect constitutes your agreement to pay the modified Membership fee amount.

8. Refunds

We issue refunds for Contracts within 30 days of the original purchase of the Contract.

9. Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for

Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

The Insurance Directory has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of The Insurance Directory or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

10. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- 0.1. In any way that violates any applicable national or international law or regulation.
- 0.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 0.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- 0.4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- 0.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 0.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- 0.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- 0.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- 0.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- 0.4. Use any device, software, or routine that interferes with the proper working of Service.

- 0.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- 0.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- 0.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- 0.8. Take any action that may damage or falsify Company rating.
- 0.9. Otherwise attempt to interfere with the proper working of Service.

11. Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

12. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

13. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

14. Intellectual Property

For the purpose of this clause, the following words shall have the following meanings ascribed to them: "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Service Provider, now or in the future, including without limitation, Service Provider's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, and all similar proprietary rights which may subsist in any part of the world, whether registered or not. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material") are the property of, or are licensed to, Service Provider and as such are protected from infringement by local and international legislation and treaties. By submitting reviews, comments and/or any other content (other than your personal information) to Service

Provider for posting on the Website you automatically grant Service Provider and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this license, you retain any and all rights that may exist in such content. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website or Mobile App is granted to you. Except with Service Provider's express written permission, no proprietary material from this Website may be copied or retransmitted. Irrespective of the existence of copyright, the user acknowledges that Service Provider is the proprietor of all material on the Website or Mobile App (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material. Service Provider authorizes you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

15. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to blake@cmandco.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims" You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

16. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- 0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- 0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- 0.4. your address, telephone number, and email address;
- 0.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

17. Error Reporting and Feedback

You may provide us either directly at blake@cnandco.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

18. Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by The Insurance Directory .

The Insurance Directory has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

19. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

20. Governing Law

These Terms shall be governed and construed in accordance with the laws of South Africa, which governing law applies to agreement without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

23. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

24. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.