



## ONLINE PRIVACY POLICY

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### 1. INTRODUCTION

MiWay Group Holdings (Pty) Ltd and all its subsidiaries (MiWay) are committed to ensuring the privacy and integrity of information submitted by visitors to our website. All information of a personal nature submitted or provided by visitors will be treated confidentially and will not be disclosed to any person without the express consent of the visitor concerned. However, disclosure of any information provided or submitted by a visitor may be made where such information is in the public domain or MiWay is obliged in terms of any law, order of court, legal process or other lawful reason to disclose such information.

Personal information may be disclosed to MiWay employees, suppliers and marketing agents where this information is necessary for them to evaluate and enhance the products and services offered on MiWay's website.

MiWay may disclose certain personal information of visitors, such as names, physical, postal and e-mail addresses to affiliated service providers for purposes of distributing promotional materials, newsletters, surveys and questionnaires or other information or material but only if a visitor has specifically indicated its willingness to receive such materials or information.

MiWay may provide third parties with general information that does not include particular personal information about visitors, such as their names and addresses, and that is intended to be used solely for compiling statistical or demographic information or otherwise abstract and non-personalised information.

MiWay does not and cannot control the confidentiality, access to or dissemination of information retrieved through the use of "cookies" or information retrieved through the collecting and storing of IP addresses of visitors to MiWay's website.

A "cookie" is a computer file, which is transferred automatically from our website to a visitor's computer during an online session, and that enables MiWay, its sponsors and advertisers to customise webpage content and to gather general information on the use and frequency of the visitor traffic.

An IP address is an address assigned to your computer or server identifying it when conducting Internet activity.

MiWay does not support or encourage and will take all reasonable measures to ensure the prohibition and removal from MiWay's website of all material that is or is likely to be interpreted, in MiWay's opinion, as libelous, harmful, threatening, abusive, defamatory, indecent, obscene or pornographic.

## 2. COPYRIGHTS AND TRADEMARKS

A visitor's access to MiWay's website, and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property rights of MiWay or its customers' data or information displayed or accessible from the website (including all text, layout, graphics, artworks, animation, material and general representation of the website) or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other intellectual property rights which may vest in MiWay or in the author, compiler, creator or licensor of such information.

All MiWay's trademarks, logos, brands, domain names and other marks and intellectual property relating to MiWay's website, or any information contained or accessible from MiWay's website shall remain the sole and exclusive property of MiWay and the relevant authors or licensors, and the visitor undertakes that he/she/it will not use, duplicate, distribute, disseminate, adapt, display, alter or otherwise deal with such intellectual property without MiWay, the relevant licensor or author's prior written approval.

Copyright and all other intellectual property rights subsisting in any database/s maintained by MiWay and relating to MiWay's website is owned by MiWay or the relevant provider or supplier thereof.

A visitor may only use information retrieved, viewed, downloaded or otherwise obtained by viewing MiWay's website, for his/her/its own personal and non-commercial use and such information and/or data may not be sold, resold, transmitted or otherwise made available or disseminated in any manner via any media to any third parties unless the prior written consent of MiWay has been obtained.

The visitor undertakes not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from MiWay's website.

Under no circumstances may a visitor use, duplicate, distribute, reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recording on or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from MiWay's website without the prior written consent of MiWay.

## 3. DISCLAIMER

While MiWay will take all reasonable measures to ensure an efficient, uninterrupted and error-free service to all its online customers, neither MiWay nor any of its employees, representatives or assigns will be liable to any online customer for any loss or damage of whatsoever nature caused by or attributable to any:

- 3.1 fact or circumstance beyond the reasonable control of MiWay, including the breakdown or interruption in the services provided by external service providers and the unavailability or defective performance of any software or any of the services available on or from MiWay's website;
- 3.2 breach of privacy, security or confidentiality or any infringement of intellectual property rights by any person or entity;
- 3.3 loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible from or available on MiWay's website;
- 3.4 reliance on, publication or use of any information or data contained on or accessible from MiWay's website including information and data contained in advertising banners, third party software, pop-up windows, buttons, intermercials, hypertext links and advertising sponsorships;

- 3.5 failure by a visitor or online customers to maintain the confidentiality of their personal username and password, or the disclosure of personal usernames and/or passwords to any person or entity;
- 3.6 hacking, infection by viruses, Trojan horses, or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any software programme, system, data or personal information;
- 3.7 failure to adhere to the provisions of any terms and conditions governing the use and access to the services and facilities offered from time to time on MiWay's website;
- 3.8 any lawful act or omission by MiWay, its representatives and service providers in respect of or relating to the maintenance and support of MiWay's website and any supporting software or otherwise in the interests of protecting MiWay's proprietary rights or the privacy and confidentiality of visitors and online customers and their personal information; and
- 3.9 consequential or indirect loss or damage whether foreseeable or otherwise.

#### **4. E-MAIL DISCLAIMER**

E-mails sent by MiWay contain privileged and/or confidential information and may be subject to legal privilege. E-mails and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Access to e-mails by anyone other than the intended individual or entity is therefore strictly prohibited. If an e-mail is received in error, please notify MiWay immediately. If you are not the named addressee you should not disseminate, distribute, copy or in any other way deal with such e-mail. Please delete such e-mail from your system immediately. If you are not the intended recipient, you are hereby notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

#### **5. PRESUMPTION AND INDEMNITY CLAUSE**

The user of this site hereby indemnifies and holds MiWay harmless against all and any loss, liability, action, law suits, proceedings, costs, demands, and damages of all and every kind, (including but not limited to, direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services offered on MiWay's website, or in the use of these services offered, information and / or images available on MiWay's website, whether due to MiWay's negligence or not.

Due to the lack of personal contact in online communication and transactions, MiWay relies exclusively on the correctness and accuracy of information submitted and the good faith of its online customers. Failure to provide honest, accurate and complete disclosure may lead to the annulment of policies.

Online customers must keep confidential their personal usernames and passwords, at all times. MiWay shall be entitled to presume the authenticity and validity of any online communication or transaction and that the online customer is the originator of such online communication or transaction where the username and password of that online customer is used to gain access to, view and/or engage in any activity or transaction or service offered on MiWay's website.

The online customer hereby indemnifies MiWay, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which MiWay or any third party may incur as a result of reliance placed on any information, data and material furnished by a prospective policyholder or policyholder to MiWay.

## **6. TERMINATION AND VARIATION**

MiWay reserves the right to alter, restrict and/or terminate the services on its website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on MiWay's web-site and be deemed to have been accepted by the user if the user continues using the website. The obligation therefore will be on the user of MiWay's website to review these terms and conditions at regular intervals.

## **7. GENERAL**

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, and the user of MiWay's website will submit to the jurisdiction of the South African courts.

MiWay's failure to exercise any particular right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

## **8. COOKIE POLICY**

MiWay engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about MiWay customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers.

The personal information they collect is aggregated and cannot be linked to a person. If you do not wish for your personal information to be used in this way, please notify us. Third party vendors, including Google and DoubleClick, show MiWay's advertisements on sites on the internet. Third party vendors, including Google and DoubleClick, use cookies to serve advertisements based on a user's prior visits to MiWay's website.