

**Bryte Insurance Company Limited**

A Fairfax Company

## **The use of the Bryte website is subject to these terms and conditions and other service specific terms and conditions**

**Accessing and using the Bryte website or any part thereof implies that you ("user") agree to the terms and conditions below.**

### **1. Definitions**

1. "the Bryte website" means the Bryte website and all its pages and content, owned and operated by Bryte and located at <http://www.brytesa.com>;
2. "content" means, but not limited to text, graphics, icons, links and other similar material on the website;
3. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002;
4. "Intellectual Property" means copyright (including but not limited to literary-, artistic-, musical- work, photograph, sound recording, computer programmes, artistic works), patents, trademarks (including domain names, meta tags), confidential information, trade secrets;
5. "PAI Act" means Promotion of Access to Information Act 2 of 2000;
6. "Bryte" means Bryte Insurance Company Limited, a licensed insurer and authorised FSP;

### **2. About us**

1. Company Name: Bryte Insurance Company Limited;
2. Registration No.: 1965/006764/06;
3. Licensed insurer and authorised FSP (17703);
4. VAT No.: 4530103581;
5. Directors: EC de Kock (Independent Non-Executive Director); ZB Madikizela (Independent Non-Executive Director); SP Mzimela (Independent Non-Executive Director); JP Blignaut (Executive Director);
6. Company Secretary: Sumaisha Asaram;
7. Information Officer: Wynand Louw (contact details – see PAI Act Manual);
8. Physical and Postal Address: Rosebank Towers, 5th Floor, 15 Biermann Avenue, Rosebank, 2916
9. Telephone: +27 (0) 11 088 7000;
10. Email: [corporate.communications@brytesa.com](mailto:corporate.communications@brytesa.com) (for purposes of obtaining information or submitting comments);
11. Type of Business: [click here](#).

### **3. Allowed use of the Bryte website**

1. Bryte hereby grants the User a non-exclusive, non-transferable license, subject to the conditions below, to:
  - a. View/browse the Bryte website;
  - b. Use content for personal and non-commercial purposes in accordance with the terms and conditions below;
  - c. Copy, download and print the content of the Bryte website for purposes of executing – or with the intention to execute a transaction between the User and Bryte or any of its agents;
2. License conditions
  - a. Other than as agreed to above, the User may not use, copy, adapt, redistribute or modify the content or any part thereof or frame, "mirror", data-mine or cache the Bryte website or reverse engineer, copy, modify, download, distribute, decompile or create a derivative work of the software, or any part thereof without prior written permission from Bryte. For any re-use or distribution of the content, the User must make clear to others the terms and conditions applicable to the content available from the Bryte website;
  - b. User may not sublicense any of the content available from the website. User must keep intact all notices that refer to this License and to the Limitation of Liability hereunder;
  - c. User may not assign, transfer or sublicense the rights pursuant to this Agreement;
  - d. In all of the aforesaid Licensed Rights, Bryte must be acknowledged as the source of the material and Bryte's contact details must be reflected accordingly;
  - e. User is not allowed to upload or submit damaging code to the Bryte website;
  - f. User may not use the Bryte website's communication facilities for purposes of unsolicited communications ("Spam") or to send or publish any content that is in violation of any law or that are obscene, defamatory, racist or offensive of nature or may result in the infringement of intellectual property;
  - g. The User's fair use and other rights are in no way affected by the above;
3. Hyperlinks to and from Bryte website
  - a. This website may contain links to other websites operated by third parties. Bryte does not operate or control, in any respect whatsoever, any of the information, graphics and material on those third party websites or guarantee that the website will be operational at all times;

- b. Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third party website;
- c. Bryte makes no warranties or representations regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party website content or products or services available through third party websites or that the third party website content does not infringe the intellectual property rights of any person;
- d. Bryte expressly disclaims acting in any respect on behalf of third party website operators and/or owners. Third party websites may be subject to their own terms of use and privacy policies different from those of this site;
- e. Hyperlinks to the Bryte website will be allowed, subject to the following conditions:
  - The User will be authorised to link to, but not replicate content contained in the Bryte website;
  - The User may not present misleading or false information about Bryte's services or products;
  - The User may not imply that Bryte is endorsing or sponsoring the User's website, or any services or products available from the website containing the hyperlink;
  - The User may not use Bryte's logos or trademarks without prior written permission from Bryte;
  - The User's website may not contain content that could be construed as obscene, libelous, defamatory, pornographic, or inappropriate for all ages or contain materials that would violate any laws;
  - The link shall be removed immediately at any time upon Bryte's request pursuant to Bryte's reserved rights to rescind its consent to allow the link;
  - All hyperlinks to link to the Bryte website must link to the home page. Links beyond the Bryte home page may only be used with Bryte's prior written consent;
  - Authorisation to link to the Bryte website shall not create and/or constitute an employer/employee relationship or an agency or a partnership in any shape or form between the User and Bryte nor authorise the User to incur any liability on behalf of Bryte.

#### 4. Intellectual property rights

1. The Intellectual Property available on the Bryte website or obtained via the interaction between itself and the Users are the property of – or licensed to Bryte and may not be utilised outside the licensed terms as set out herein;
2. Email addresses, names, telephone numbers and fax numbers published on the Bryte website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in"/permission from Bryte to utilise same;
3. Bryte would be pleased to consider requests for permission to disseminate or use Bryte content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please email us at: [corporate.communications@brytesa.com](mailto:corporate.communications@brytesa.com).

#### 5. Additional information to the user as consumer

Further disclosure requirements to the User as consumer:

1. Access to the Bryte website is for free;
2. The main services available under the Bryte website are to provide the User with information and contact details of Bryte;
3. To lodge complaints email: [corporate.communications@brytesa.com](mailto:corporate.communications@brytesa.com) or use any of the contact details available on the Bryte website under "Contact Us" to inform Bryte of the complaint.

#### 6. Privacy and protection of personal information

1. We value your personal information and intend to give you as much control as possible over your personal information;
2. The purpose of this statement is to set out how we use personal information that we may obtain about the User. By using the Bryte website generally the User agrees to the following use:
3. Use of Personal Information
  - a. When the User uses/browses the Bryte website Bryte may collect, store and use the User's personal information or any other additional information for purposes as set out below;
  - b. Bryte may use personal information or any other requested information that the User provides or that is obtained by Bryte:
    - To submit information about Bryte services/products to the User; or
    - To fulfill Bryte's agreement with the User; or
    - To register the User with Bryte website and to administer our website services; or
    - To identify the User when accessing and utilising the Bryte website; or
    - To ensure that the User's requested services are delivered; or
    - For assessment and analysis of non-personal statistical information to enable Bryte to review, develop and improve the services which Bryte offers that will enable Bryte to communicate with the User and other customers such relevant information;
  - c. Bryte retains all rights to non-personal information collected and compiled by Bryte;
4. Disclosure of User Information
  - a. Bryte may give information about the User to the following, who may use it for the same purposes as set out above (excluding direct communications):
    - To employees and agents of Bryte to administer the website and communications to the User;
    - To anyone to whom Bryte transfers or may transfer rights and duties under an agreement with the User;
    - If Bryte has a duty to do so or if the law allows Bryte to do so;
  - b. No login names or passwords will be disclosed to any third party, except those third parties responsible for the execution of the Bryte website EFT login facility;

- c. Occasionally third parties may provide storage services to Bryte. In those circumstances those third parties shall be required to enter into a Non-Disclosure Agreement on no less stringent terms than found in this privacy statement and to process and protect your data solely in accordance with our instructions;
  - d. The User has a right to see its own personal information that Bryte keeps about the User by following the procedures available under the Bryte PAI Act Manual, available from the Bryte website, subject to the fees as stipulated under the PAI Act Manual. If the User is concerned that any of the information Bryte holds on him/her is incorrect please contact Bryte immediately;
5. Cookies
- a. Cookies may be used by Bryte to understand the Users of the Bryte website better. Cookies allow Bryte to understand who has seen which pages and advertisements, to determine how frequently particular pages are visited and to determine the most popular areas of the Bryte website. Depending on the type of cookie Bryte uses, cookies also allow Bryte to make the Bryte website more user friendly, for example, permanent cookies allow Bryte to save the User's password so that the User does not have to re-enter it every time the User visits the Bryte website;
  - b. The User can usually adjust its browser so that the User's computer does not accept cookies. If the User does this, the User will still be able to browse around the site but the functions that allow the User to access an existing account or page that requires a username or password, will not be available;
  - c. Alternatively the User can adjust its browser to tell the User when a website tries to put a cookie on the User's computer. How the User adjusts its browser to stop it accepting cookies or to notify the User of them, will depend on the type of internet browser programme the User's computer uses;
  - d. Please remember, cookies do not contain confidential information such as the User's home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers;
  - e. The User's browser also generates other information, including which language the site is displayed in, and User's Internet Protocol address ("IP address"). An IP address is a set of numbers, which is assigned to the User's computer during a browsing session whenever the User logs on to the Internet via the User's Internet service provider or the User's network (if the User accesses the Internet from, for example, a computer at work). The User's IP address is automatically logged by Bryte's servers and used to collect traffic data about visitors to the Bryte website. Bryte does not use the User's IP address to identify the User personally;
  - f. Bryte only keeps cookies for the duration of the User's visit to our website, except where the User saves his/her login name as referred to above.
6. Security
- a. Bryte endeavours to take all reasonable steps to protect the User's personal information. However, Bryte cannot guarantee the security of any data the User discloses online. The User accepts the inherent security risks of providing information and dealing online over the Internet and will not hold Bryte, its directors, employees or agents responsible for any breach of security unless this is due to our gross negligence or willful misconduct;
  - b. Please take note that Bryte may send User emails from time to time however Bryte would never send an email asking for the User's login details or bank details, or direct User to a web page that asks for this information.
7. General
1. Please be aware that the Bryte website may link to other websites which may be accessed through the Bryte website. Bryte is not responsible for the data protection – or privacy policies or procedures or the content of these linked websites;
  2. To be removed from any Bryte mailing list  
If the User wants to be removed from Bryte's mailing list then send an email to: [corporate.communications@brytesa.com](mailto:corporate.communications@brytesa.com) with the words 'remove from mailing list' in the subject line and the email address that the User wishes to be removed within the email. Please note that it may take up to 10 (ten) days to action the request. In addition, each electronic mailing Bryte sends the User will contain details of how the User can unsubscribe;
  3. Contact Us  
If the User has any comments or queries in connection with Bryte's privacy statement then please email Bryte at [corporate.communications@brytesa.com](mailto:corporate.communications@brytesa.com) or write to Bryte (see postal address above).

## 7. Security

1. Although Bryte is not obliged to provide security on the Bryte website, Bryte feels it is important that Users information or any communication between Users and Bryte is dealt with in the most secure manner reasonably possible, however because of the nature of the Internet, Bryte cannot warrantee that the security of the User's communication with Bryte via the website is completely secure;
2. To provide adequate security to all Users of the website and to monitor activities prohibited under section 86 of the ECT Act the User hereby agrees to Bryte the right to intercept, monitor, block, read, delete or accesses all data sent to the website or any other Bryte communication facility, e.g. email, instant messaging – or fax to email application, subject to conditions as set out under the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
3. It is Bryte's policy to virus check documents and files before they are posted on the Bryte website. However, Bryte cannot guarantee that documents or files downloaded from this website will be free from viruses and Bryte does not accept any responsibility for any damage or loss caused by any virus. Accordingly, for the User's own protection, the User must use virus-checking software when using this website. Further, the User shall not post or provide to Bryte via this website, any document or file that may contain a virus. The User must virus-check any document or file which the User intends to post or provide to Bryte via this website, i.e. EFT Login facility. The User hereby indemnify Bryte, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programmes or any other code that may damage this website or the Bryte or its service provider's infrastructure;

## 8. Limitation of liability

1. Bryte website and all materials found on the website are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including

without limitation, the warranties of merchantability, non-infringement of intellectual property, professional advice, fitness for a particular purpose or suitability of the information, software or services;

2. Bryte further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the Bryte website. Bryte may make changes/amendments to the Bryte website, the policies, information described in the materials or content of these terms and conditions, at any time without notice. Bryte reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. Bryte makes no commitment to update the materials and may discontinue any part of the Bryte website or services or certain software or version of certain software for the utilisation of the Bryte website;
3. Bryte and its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the Bryte website or performance of the Bryte website or non-performance of the Bryte website, i.e. Bryte website not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of Bryte or force majeure events, even if Bryte have been advised of the possibility of such damages;

## **9. Agreement and ecommunications**

1. Formation and validity of this Bryte website agreement

The User agrees that:

- a. If the User is not a consumer, the User confirms that the User has authority to bind any business on whose behalf the User uses this website;
  - b. The User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this website in accordance with all terms and conditions herein;
  - c. All information that is incorporated by using hyperlinks and/or other methods of reference form part of this agreement (see Section 11(3) of the ECT Act);
  - d. Except for the agreement on these terms and conditions, no other agreement shall be formed between the User and Bryte via electronic communications;
  - e. This Agreement is concluded in Johannesburg, the moment the User accesses the Bryte website.
2. Time and Place of communication, dispatch and receipt
    - a. Data messages sent from Bryte to the User have been sent from Bryte's place of business;
    - b. Data messages sent from Bryte to the User is deemed to be received when complete message is outside the control of Bryte (left the system of Bryte);
    - c. Data messages from the User to Bryte are deemed to be received by Bryte only when Bryte responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Bryte that it does give legal effect to the message;
  3. Expression of intent
    - a. The User acknowledges that all agreements, authorisation or request under this agreement satisfies the "writing" requirement as per Section 12 of the ECT Act;
    - b. For purposes of Electronic Communications between the User and Bryte, no Electronic Signature is required; the mere sending of data messages or browsing of our website demonstrates the User's intent to be a party to this agreement;
  4. Attribution of data messages to originator

The User agrees and warrants that the data message sent, from any computer or device that are owned by the User or the User's employer or programmed by the User or on the User's behalf, to Bryte was sent by the User or a person that had authority to act on the User's behalf in respect of the data message.

## **10. Refund/cancellation policy**

There are no deliverables in terms of services or goods available from the Bryte website, except for the information that is provided by Bryte from time to time on the Bryte website. Therefore, no cooling-off period, as per Section 44 of the ECT Act applies.

## **11. Termination**

These terms and conditions and the User's access to the website may be terminated at any time by Bryte without notice. All restrictions, disclaimers and limitations of liability by Bryte will survive termination, however, the User will no longer be authorised to access the website.

## **12. Breach**

1. If the User is in breach of the terms and conditions of this website, Bryte reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
  - a. Order for specific performance and damages;
  - b. Terminate this Agreement and claim damages;
  - c. Institute criminal procedures where applicable and necessary;
2. All costs, charges and expenses of whatsoever nature which may be incurred by Bryte in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

## **13. General and miscellaneous**

1. Sole record of agreement

These terms and conditions constitute the sole record of the agreement between the User and Bryte with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

2. No amendments except in writing

No data message as defined above, including but not limited to an email, sms and recorded voice message, sent by User to Bryte shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties.

3. Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

4. Survival of obligations

Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

5. Severability

If any one or more of the clauses of these terms and conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these terms and conditions is to be performed, including this clause:

- a. That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- b. The terms and conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these terms and conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

**14. Applicable and governing law**

The law of South Africa and the jurisdiction of the South African courts shall govern this Agreement.

**We recommend you print out a copy of these terms and conditions for future reference.**