

## TERMS OF USE

Accessing this website or any pages on this website implies that you agree to be bound by these terms of use. If you do not agree to these terms you should discontinue your use of this website.

### Data Protection

Thank you for visiting this website. Macman's Intelligent Systems places great importance on data security and data protection. Protecting personal rights is integral to our corporate culture and built into our services and products. We respect the safety of your personal data. That is why Macman's Intelligent Systems continuously works to improve data security measures to protect you and your privacy.

This data protection statement explains what type of information we record when you visit our website, and how we use it. The statement does not apply to websites run by companies that are not part of Macman's Intelligent Systems but who may provide a link to this or any other Macman's Intelligent Systems web site.

### 1. Conditions of access

1.1 You agree that:

1.1.1 Should you be issued with a user name and password you will use your user name and password for your own personal use only;

1.1.2 you will not disclose your user name and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;

1.1.3 in the event that your password is compromised, you will immediately notify MACMAN'S INTELLIGENT SYSTEMS and change your password;

1.1.4 you, in your capacity as the holder of the user name and password, are solely responsible for all payments in respect of a service charged to your MACMAN'S INTELLIGENT SYSTEMS account, irrespective of whether the service has been utilized or is being utilized by you or not;

1.1.5 the entire amount outstanding on your MACMAN'S INTELLIGENT SYSTEMS account will be deemed to have arisen from (or relate to) your access to and/or use of a MACMAN'S INTELLIGENT SYSTEMS service;

1.1.6 you will not, at any time, permit and/or initiate a simultaneous network log-in; and

1.1.7 you will not attempt to circumvent MACMAN'S INTELLIGENT SYSTEMS' s user authentication processes or engage in attempts to access Macman's Intelligent Systems' network where not expressly authorized to do so.

1.2 We will use reasonable endeavors to ensure the safekeeping of any data or content which you may receive or upload to our servers from time to time, such as (without being limited to) data, photographs, websites, videos and e-mail messages (hereinafter collectively referred to as "your data"). However, it is your obligation to keep copies of your data, as we will not be liable for any direct or indirect loss or damages of any kind, which you may suffer as a result of the loss of your data, or any part thereof, for any reason whatsoever (including as a result of our negligence).

1.3 MACMAN'S INTELLIGENT SYSTEMS will take whatever action MACMAN'S INTELLIGENT SYSTEMS may deem necessary and reasonable to preserve the security and reliability of its network.

1.4 You may not utilize any service in any manner which may compromise the security of MACMAN'S INTELLIGENT SYSTEMS's network, or any other network connected to MACMAN'S INTELLIGENT SYSTEMS's network, or tamper with a service or such a network in any manner whatsoever.

1.5 MACMAN'S INTELLIGENT SYSTEMS takes reasonable steps to secure your payment information. MACMAN'S INTELLIGENT SYSTEMS uses a payment system that is sufficiently secure with reference to accepted technological standards at the time of the electronic transaction and the type of the transaction concerned.

1.6 MACMAN'S INTELLIGENT SYSTEMS will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website

1.7 You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

1.7.1 engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;

1.7.2 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service;

1.7.3 use any service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

1.7.4 use any service to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

1.7.5 use any service in a manner that may infringe the Intellectual Property Rights or other proprietary rights of others, including (without being limited to) the transmission of pirated software;

1.7.6 use any service in any manner which could damage, impair, overburden or disable the service or interfere with any other party's use or enjoyment of the service;

1.7.7 use any service to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

1.7.8 repeatedly post gratuitous off the topic postings;

1.7.9 gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the service to collect or attempt to collect personal information about third parties without their knowledge or consent;

1.7.10 violate the privacy of any person or attempt to gain unauthorized access to the service or any other network, including (without being limited to) through hacking, password mining or any other means; or

1.7.11 use the service to engage in any illegal or unlawful activity.

1.8 Should you engage in any one or more of the above activities, which shall be determined in MACMAN'S INTELLIGENT SYSTEMS's sole discretion and which decision shall be final, then MACMAN'S INTELLIGENT SYSTEMS shall be entitled, without prejudice to any other rights it may have, to:

1.8.1 without notice, suspend your access to the service concerned;

1.8.2 disclose information relating to the offending activity as may be required under the circumstances.

1.9 You acknowledge that MACMAN'S INTELLIGENT SYSTEMS and/or a third party Network Operator (as the case may be) may under the circumstances as prescribed in the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002 ("RICA"), be required to intercept, lock, filter, read, delete, disclose and use communications sent or posted via Macman's Intelligent Systems' or the Network Operator's network and you hereby consent to the undertaking of such activities by MACMAN'S INTELLIGENT SYSTEMS and/or a third party Network Operator. MACMAN'S INTELLIGENT SYSTEMS and/or a third party Network Operator shall not be liable to you for any losses, liabilities, damages and claims and for any related costs and expenses suffered by you as a result of MACMAN'S INTELLIGENT SYSTEMS and/or a third party Network Operator performing any activity referred to in this clause.

## **2. Intellectual Property Rights**

2.1 You agree to comply with all laws applicable to any Intellectual Property Rights in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of our services and/products.

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2.2 You are prohibited from using any of Macman's Intelligent Systems' trademarks, logos, brand names, domain names or other marks, without the prior written approval of MACMAN'S INTELLIGENT SYSTEMS.

2.3 Other than as specifically provided in the product or service specific terms and conditions, MACMAN'S INTELLIGENT SYSTEMS will wholly and exclusively retain all existing Intellectual Property Rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to software used by MACMAN'S INTELLIGENT SYSTEMS, its network infrastructure, e-commerce network infrastructure, business and the provision of any of the services in terms of the product or service specific terms and conditions.

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### **Collection and use of personal data**

When you visit one of our websites, our web server temporarily records the following information for system security purposes: the domain name or IP address of the computer requesting access, the access date, the client's file request (file name and URL), the HTTP response code and the website you are visiting from, and the number of bytes transferred over the connection. We may save some information in the form of cookies on your PC. A cookie is a piece of information that a website can send to your browser and save on your system. Cookies do not give us access to your system or your personal data. Please note that standard browser settings allow the use of cookies. If you do not want to allow the use of cookies, you can disable this option in your browser. We use cookies exclusively to tailor our website to your preferences.

We do not collect personal data such as your name, address, phone number or e-mail address unless you provide this information voluntarily, for example as part of an information request, a competition, a job application or a request for information about an open position, etc.

Personal data collected when visiting one of Macman's Intelligent Systems' websites is only used in accordance with the legal requirements of the state in which the Macman's Intelligent Systems company is registered.

### **Use and transfer of this personal data**

We use your personal data only for the purpose of technical website administration and to meet your wishes and requirements, and solely for the specified purpose.

Only with your express consent do we use the data for product-related surveys or marketing purposes, and even then only to the extent necessary for the specific instance. We only disclose data to official agencies if required by law. Our employees are required to maintain strict confidentiality.

### **Freedom of information**

Please send a request in writing to the relevant Macman's Intelligent Systems company if you would like to know what personal data (e.g. name, address, etc.) we have stored about you.

### **Security**

To protect your personal data saved by us against unauthorized access and misuse, we have implemented extensive, state-of-the-art technical and organizational measures.

## **Disclaimer of Liability**

Macman's Intelligent Systems do not guarantee that the information provided on this web site is complete, accurate and always current. This applies also to all links cited on this website points, either directly or indirectly. Macman's Intelligent Systems are not responsible for the contents of pages reached by clicking on any link.

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Macman's Intelligent Systems do not assume any liability whatsoever for actual, direct or indirect losses or for losses incurred due to the unavailability of use, data losses or lost profits in connection with the use of documents or information accessible via this web site.

## **Contacts**

In these terms, "we", "us" or "our" shall refer to MACMAN'S INTELLIGENT SYSTEMS (Pty) Limited, Registration Number 2005/018057/07, its affiliates and subsidiaries.

Please direct any questions, suggestions or specific requests to change, freeze or delete your personal data to Macman's Intelligent Systems or, if known, directly to the company concerned.

The physical address where MACMAN'S INTELLIGENT SYSTEMS will receive legal service of documents/ domicilium citandi et executandi is the following:

E-mail: [privacy@macmans.com](mailto:privacy@macmans.com)

Operations Director:

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Montana Park Ext 57  
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P.O. Box 55554  
Arcadia  
0007  
RSA

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MACMAN'S INTELLIGENT SYSTEMS may, without notice to you, at any time revise these Terms of Use and any other information contained in this Web site by updating this posting. MACMAN'S INTELLIGENT SYSTEMS may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

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1.6 MACMAN'S INTELLIGENT SYSTEMS will deal with your personal information in accordance with the provisions of our Privacy Policy which is available on our Legal Notices Website

1.7 You hereby agree to adhere to generally acceptable Internet and e-mail etiquette. In this regard, without being limited to the examples listed below, you agree not to:

1.7.1 engage in any abuse of e-mail or spamming, including (without being limited to) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;

1.7.2 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the service;

1.7.3 use any service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

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We do not collect personal data such as your name, address, phone number or e-mail address unless you provide this information voluntarily, for example as part of an information request, a competition, a job application or a request for information about an open position, etc.

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## **Security**

To protect your personal data saved by us against unauthorized access and misuse, we have implemented extensive, state-of-the-art technical and organizational measures.

### **Linking to this site**

All links to this Web site must be approved in writing by MACMAN'S INTELLIGENT SYSTEMS, except that MACMAN'S INTELLIGENT SYSTEMS consents to links in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Web site or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent your relationship with MACMAN'S INTELLIGENT SYSTEMS; (c) imply that MACMAN'S INTELLIGENT SYSTEMS approves or endorses you, your Web site, or your service or product offerings; and (d) present false or misleading impressions about MACMAN'S INTELLIGENT SYSTEMS or otherwise damage the goodwill associated with the MACMAN'S INTELLIGENT SYSTEMS name or trademarks. As a further condition to being permitted to link to this site, you agree that MACMAN'S INTELLIGENT SYSTEMS may at any time, in its sole discretion, terminate permission to link to this Web site. In such event, you agree to immediately remove all links to this Web site and to cease using any MACMAN'S INTELLIGENT SYSTEMS trademark

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The physical address where MACMAN'S INTELLIGENT SYSTEMS will receive legal service of documents/ domicilium citandi et executandi is the following:

E-mail: [privacy@macmans.com](mailto:privacy@macmans.com)

Operations Director:

Macmans Intelligent Systems (Pty) Ltd  
20 Tecomaria Street  
Montana Forum  
Montana Park Ext 57  
Pretoria  
0182  
RSA

P.O. Box 55554  
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0007  
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