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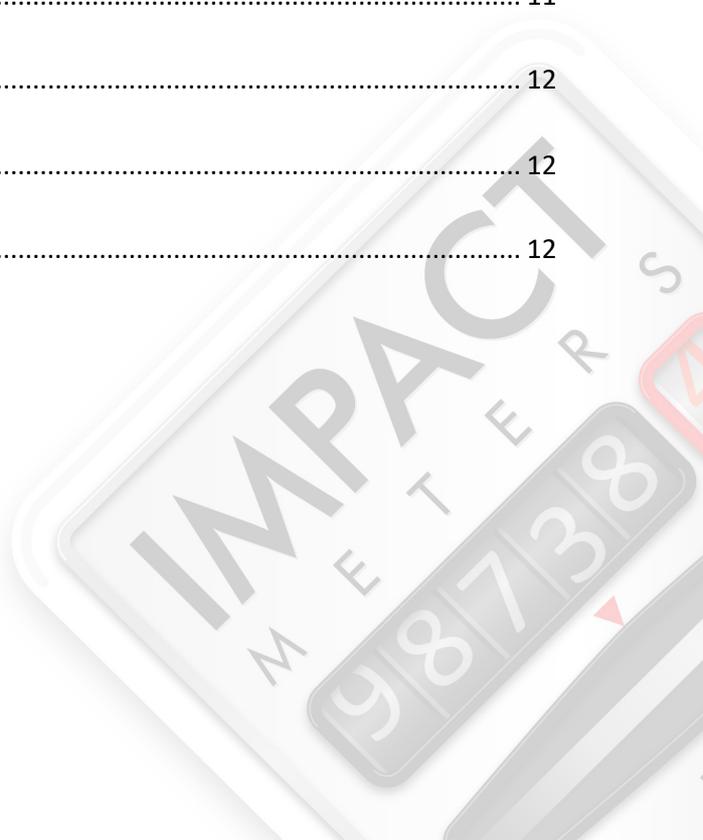
## WEBSITE: TERMS AND CONDITIONS





## Contents

WEBSITE TERMS AND CONDITIONS OF USE: .....	3
CONTENT OF THE WEBSITE: .....	3
LINKED THIRD-PARTY WEBSITES AND THIRD-PARTY CONTENT:.....	4
USAGE RESTRICTIONS: .....	4
SECURITY: .....	5
INTELLECTUAL PROPERTY RIGHTS: .....	6
RISK, LIMITATION OF LIABILITY, AND INDEMNITY: .....	7
PRIVACY AND COOKIE POLICY .....	8
CONTACT DETAILS: .....	11
CONFIDENTIALITY: .....	11
BREACH OR CANCELLATION .....	11
COMPLIANCE WITH LAWS: .....	12
NOTICES: .....	12
GENERAL CLAUSES: .....	12





## WEBSITE TERMS AND CONDITIONS OF USE:

1. This document sets out the terms and conditions (“Terms”) of Impact Holdings (Pty) Ltd trading as Impact Meter Services, Registration Number 2002/023813/07 (“the Company”) pertaining to the access and use of the information, products, services, and functions provided on [www.amps.co.za](http://www.amps.co.za) (“Website”).
2. Should any person that accesses the website you (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the website and/or using our services.
3. If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission, and consent to be bound by these Terms before purchasing any products or services.
4. The Company reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the website. Each time a user accesses the website and/or uses the services, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the Company from time to time. If you are not satisfied with the amended Terms, you should refrain from using the website.
5. We will, however, give you prior notice where we have collected personal information from you, and the purpose for which we collected that information is affected by the intended amendment.
6. If there is anything in these Terms that you do not understand, then please contact us as soon as possible see below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security, and quality assurance purposes.

## CONTENT OF THE WEBSITE:

7. The Company reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the website and any information or content on the website.
8. The Company reserves the right to change and amend the products, prices, and rates quoted on this website from time to time without notice.
9. The Company makes no representations or warranties, whether express or implied, as to the accuracy, completeness, or reliability of any information, data, and/or content on the website, including without limitation:
  - 9.1. The Company does not warrant that the website or information or downloads shall be error-free or that they shall meet any criteria of performance or quality. The Company expressly



- disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy;
- 9.2. Whilst the Company has taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether express or implied, is given that any files, downloads, or applications available via this website are free of viruses or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system; and
- 9.3. The Company disclaims any responsibility for the verification of any claims. Information published on this website may be done so in the format in which the Company receives it, and statements from external parties are accepted as fact.

### **LINKED THIRD-PARTY WEBSITES AND THIRD-PARTY CONTENT:**

10. The Company may provide links to third-party websites on the website. These links are provided to the User for convenience purposes only, and the Company does not endorse, nor does the inclusion of any link imply the Company's endorsement of, such websites, their owners, licensees or administrators, or such websites' content or security practices and operations.
11. While the Company tries to provide links only to reputable websites or online partners, the Company cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the Company. The Company is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the website.
12. You agree that the Company shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third-party linked websites on the website. Any dealings that you may have with any linked websites, including advertisers found on the website, are solely between you and the third-party website.

### **USAGE RESTRICTIONS:**

13. The User hereby agrees that it shall not itself, nor through a third party:
- 13.1. copy (other than for backup, archival, or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber, or in any other way deal with any



- part of the website for any reason and in any manner unless it is consistent with the intent and purpose of these Terms;
- 13.2. decompile, disassemble, or reverse engineer any portion of the Website;
  - 13.3. write and/or develop any derivative of the website or any other software program based on the Website;
  - 13.4. modify or enhance the website. In the event of a user affecting any modifications or enhancements to the website in breach of this clause, such modifications and enhancements shall be the property of the Company ;
  - 13.5. without the Company’s prior written consent, provide, disclose, divulge, or make available to or permit the use of or give access to the website by persons other than the user;
  - 13.6. remove any identification, trademark, copyright, or other notices from the Website;
  - 13.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions, or other information through the website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
  - 13.8. notwithstanding anything contained to the contrary in these Terms, use the website for any purpose other than personal, non-commercial, and information purposes.

## **SECURITY:**

14. In order to ensure the security and reliable operation of the services to all the Company’s users, the Company hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity, and reliability of its network and back-office applications.
15. You may not utilise the website in any manner which may compromise the security of the Company’s networks or tamper with the website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the website, or delivering or attempting to deliver any unauthorised, damaging, or malicious code to the website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Company suffer any damage or loss, civil damages shall be claimed by the Company against the User.
16. Any user who commits any of the offenses detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Company and its affiliates, agents and/or partners.



## INTELLECTUAL PROPERTY RIGHTS:

17. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 17.1. “Intellectual property rights” means all and any of the rights in and to the intellectual property of any nature whatsoever owned and/or controlled directly or under license by the Company, now or in the future, including without limitation, the Company rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
  - 17.2. 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, the Company and as such are protected from infringement by local and international legislation and treaties.
  - 17.3. By submitting reviews, comments, and/or any other content (other than your personal information) to the Company for posting on the website, you automatically grant the Company 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.
  - 17.4. All rights not expressly granted are reserved, and no right, title, or interest in any proprietary material or information contained in this website is granted to you.
  - 17.5. Except with the Company’s express written permission, no proprietary material from this website may be copied or retransmitted.
  - 17.6. Irrespective of the existence of copyright, the User acknowledges that the Company is the proprietor of all material on the website (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.
  - 17.7. The Company authorises 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.



## **RISK, LIMITATION OF LIABILITY, AND INDEMNITY:**

18. The User's use of this website and the information contained on the website is entirely at the User's own risk, and the User assumes full responsibility and risk of loss resulting from the use thereof.
19. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall the Company be liable for any loss, harm, or damage suffered by the User as a result thereof. The Company reserves the right to request independent verification of any information transmitted via e-mail, and the User consents to such verification should the Company deem it necessary.
20. To the extent permissible by law:
  - 20.1. Neither the Company, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if the Company knows or should reasonably have known or is expressly advised thereof.
  - 20.2. The liability of the Company for faulty execution of the website as well as all damages suffered by the User, whether direct or indirect, as a result of the malfunctioning of the website shall be limited the Company rectifying the malfunction within a reasonable time and free of charge, provided that the Company is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of the Company. However, in no event shall the Company be liable to the User for loss of profits or for special, incidental, consequential, or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
  - 20.3. You hereby unconditionally and irrevocably indemnify the Company and agree to hold the Company free from all loss, damages, claims, and/or costs, of whatsoever nature suffered or incurred by the Company or instituted against the Company as a direct or indirect result of:
    - 20.3.1. your use of the website;



- 20.3.2. software, programs, and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of the Company;
  - 20.3.3. your failure to comply with any of the terms or any other requirements which the Company may impose from time to time;
  - 20.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
  - 20.3.5. any unavailability of, or interruption in, the service which is beyond the control of the Company.
- 20.4. The Company makes no warranty or representation as to the availability, accuracy, or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against the Company for any loss suffered by you as a result of information supplied to the Company being incorrect, incomplete, or inaccurate.

## **PRIVACY AND COOKIE POLICY**

21. This clause provides details about our Privacy and Cookie Policy, which Policy forms part of these Terms. The Company takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.
22. Personal information, when used in this Policy, means information that can identify you as an individual or is capable of identifying you. By personal information, we do not mean general, statistical, aggregated, or anonymised information.
23. Your use of our services signifies your consent to us collecting and using your personal information as specified below.
- 23.1. How we collect information about you:
- 23.1.1. You may provide personal information to us when communicating with us via e-mail or the website or when contracting with us. We will ask you for your name, e-mail address, contact number, and any other relevant information about you.
  - 23.1.2. The Company does not transfer any personal information to a third country or international organisation.



## 23.2. Your Rights:

You have the following rights in terms of this privacy and cookie policy:

- 23.2.1. To be notified that personal information about you is being collected or has been accessed or acquired by an unauthorised person. Should it come to our attention that any of your personal information has been accessed by any person other than an authorised representative of the Company, we will notify you immediately.
- 23.2.2. To establish whether the Company holds any of your personal information and request access thereto.
- 23.2.3. To request the correction, destruction, or deletion of your personal information.
- 23.2.4. To object to the processing of your personal information for purposes of direct marketing.
- 23.2.5. Not to have your personal information processed for purposes of direct marketing by means of unsolicited electronic communications.
- 23.2.6. To submit a complaint to the Regulator regarding any alleged interference with the protection of your personal information. The Regulator can be contacted at JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001, Postal Address: PO Box 31533, Braamfontein, Johannesburg, Telephone number: 010 023 5207, e-mail address: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za).
- 23.2.7. To institute civil proceedings regarding any alleged interference with the protection of your personal information.

## 23.3. How we use your information:

We may use your information as follows:

- 23.3.1. To register your details as set out in our contact form.
- 23.3.2. To send newsletters to you.
- 23.3.3. Where applicable, to enter into or perform in terms of our contract with you.
- 23.3.4. To follow up with you on correspondence.
- 23.3.5. To comply with our legal obligations.
- 23.3.6. When appropriate, to achieve a legitimate interest and our reasons for using it outweigh any prejudice to your data protection rights.
- 23.3.7. To facilitate the use of our website and ensure that the content is relevant.



23.3.8. To prevent and detect criminal activity, fraud, and misuse of or damage to our services or networks.

23.4. How long do we keep your information for?

The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed. Once we are no longer required to keep the information, we will permanently delete such information by sweeping it off our system.

23.5. Disclosing your information to third parties:

We do not sell, trade, or otherwise transfer your personally identifiable information to outside parties, except in terms of a contract with you, and only when you accept the terms of such contract, which terms will expressly indicate the third parties to whom such information is provided to.

23.6. When and where do we use cookies?

We use cookies for analytical and statistical purposes. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since every browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies. If you turn cookies off, some of the features that make your site experience more efficient may not function properly, which makes your site experience more efficient and may not function properly.

23.7. How can you manage your privacy preferences?

If you would like us to stop processing your information or request us to remove your personal information, please write to us at the address set out below.



## CONTACT DETAILS:

Full name: Impact Meter Services  
Physical Address: The Office, 314 Glenwood Road, Lynwood Park, Pretoria  
Telephone number: 012 763 8200  
Website address: [www.amps.co.za](http://www.amps.co.za)  
E-mail address: [impact@amps.co.za](mailto:impact@amps.co.za)

## CONFIDENTIALITY:

24. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the products and/or services offered by the Company. You shall notify the Company should you discover any loss or unauthorised disclosure of the information.

## BREACH OR CANCELLATION

25. The Company is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Company's right to claim damages, should any user:
  - 25.1. breach any of these Terms;
  - 25.2. in the sole discretion of the Company, use the website in an unauthorised manner; or
  - 25.3. infringe any statute, regulation, ordinance, or law.
26. A breach of these Terms entitles the Company to take legal action without prior notice to the User, and the User agrees to reimburse the costs associated with such legal action to Company on an attorney and own client scale.



## COMPLIANCE WITH LAWS:

You shall comply with all applicable laws, statutes, ordinances, and regulations pertaining to your use of and access to this website.

## NOTICES:

27. Except as explicitly stated otherwise, any notices shall be given by e-mail to [impact@amps.co.za](mailto:impact@amps.co.za) (in the case of the Company) or to the e-mail address you have provided to the Company (in your case), or such other address that has been specified.
28. Notice shall be deemed given 48 (forty-eight) hours after an e-mail is sent unless the sending party is notified that the e-mail address is invalid. Alternatively, the Company may give you notice by registered mail, postage prepaid, and return receipt requested to the address which you have provided to the Company. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.
29. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing.”
30. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

## GENERAL CLAUSES:

31. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
32. This website is controlled, operated, and administered by the Company from its offices within the Republic of South Africa. The Company makes no representation that the content of the website is appropriate or available for use outside of South Africa. Access to the website from territories or countries where the content of the website is illegal is prohibited. Users may not use this website in violation of South African export laws and regulations. If the User accesses this website from locations outside of South Africa, that User is responsible for compliance with all local laws.



33. The Company does not guarantee continuous, uninterrupted, or secure access to our services, as operation of our website may be interfered with as a result of a number of factors which are outside of our control.
34. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms, and the remaining provisions shall be enforced to the full extent of the law.
35. The Company's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

