



TERMS FOR WEATHER SERVICES
(Version effective as of 1 April 2018)

IMPORTANT NOTICE

- (1) These terms will apply to the weather services provided by Hortec to persons who subscribe to make use of such services on the Hortec Website. Read this document carefully. You should contact Hortec if any part of this document is unclear.
- (2) Hortec may amend or update these terms from time to time. You should read these terms on each occasion when you make use of our services, as the amended terms will govern your continued use of such services after the effective date of such amendment. **CONTINUED USE OF THE SERVICES DESCRIBED SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE BY YOU OF THE AMENDED TERMS.**
- (3) If you are younger than 18, you must get your parent or legal guardian's consent to make use of the service, unless you are able to confirm that you have been emancipated. "Emancipated" means the court has given you the right to act without your parent or guardian's consent.
- (4) **THESE TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT HORTEC'S LIABILITY. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. PARTICULAR ATTENTION SHOULD BE PAID TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES INCURRED BY YOU IN CONNECTION WITH YOUR USE OF OUR SERVICES.**
- (5) The terms contained in this document and our information processing policy available below, shall govern your use of the services described herein exclusively. No other terms and conditions contained in any other document shall apply to or govern your use of the services described herein.

1. DEFINITIONS

1.1. In these terms:

- **"Authorised Device"** means a weather station device which complies with the minimum specifications of Hortec required to enable your use of the Weather Services;
- **"Hortec Website"** means the website located at <http://hortec.co.za/index.html>;
- **"Hortec", "we", "us" and "our"** means Hortec (Pty) Ltd, a South African company with registration number 1990/000666/07, with physical address at 5 Old Paardevlei Road, Somerset West, 7130 and telephone number +27 21 851 1044;
- **"Meteorological Data"** means the atmospheric and weather related data collected via the Authorised Device, including the geographic location of the Authorised Device;
- **"Premises"** means the physical location at which the Authorised Device will be implemented and located for the duration of the period during which you receive the Weather Services;
- **"Weather Services"** means the services opted for by you pertaining to the processing and interpretation of Meteorological Data collected from an Authorised Device;
- **"you"** means a user of the Hortec Website who has validly subscribed to use the Weather Services;



2. ENABLING THE SERVICES

- 2.1. You will not be able to enable and make use of the Weather Services if you have not installed an Authorised Device capable of collection and processing of Meteorological Data. For information on the requirements for an Authorised Device, please visit the following webpage at www.ileaf.co.za.
- 2.2. It is your duty to ensure that you have obtained all the authorisations and consents required to install the Authorised Device at the Premises, including to enable our personnel to enter the Premises to assist with installation and to perform maintenance functions with respect to the Authorised Device if required. You undertake to provide all reasonable assistance to us and our personnel in this regard, including by being present at the Premises to ensure that our personnel have access thereto.
- 2.3. The Weather Services are web based and can only be accessed via the Hortec Website from the webpage located at www.ileaf.co.za. You will be required to complete the subscription process at www.ileaf.co.za before you will be granted access to the Weather Services. We require certain information about you to be able to make the Weather Services available to you. Such information will be used by us strictly in accordance with our Information Processing Policy which you can read below.
- 2.4. We may issue you with a user or access code which you will be required to submit on each occasion where you access or make use of the Weather Services. You must keep such access code confidential and may not share it with any third party. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL ACTIONS PERFORMED ON THE HORTEC WEBSITE ENABLED THROUGH THE USE OF THE USER/ACCESS CODE.**

3. SCOPE OF THE WEATHER SERVICES

- 3.1. You will for the duration of period that you are subscribed to make use of the Weather Services be granted access Hortec's cloud-based server via the Hortec Website where you will *inter alia* be able to access real time Meteorological Data collected from the Authorised Device and which you can process for a variety of applications using the iLeaf™ forecasting models. The features available to you is dependent on the Authorised Device model which you have installed. For a full description of the features which are compatible with various weather station equipment, please see the description at www.ileaf.co.za. **IF YOU ENCOUNTER ANY DIFFICULTIES USING THE WEATHER SERVICES OR IF YOU BECOME AWARE OF ANY PROBLEMS AFFECTING THE WEATHER SERVICES, PLEASE NOTIFY US IMMEDIATELY USING THE CONTACT DETAILS PROVIDED ON THE HORTEC WEBSITE.**
- 3.2. We use the Meteorological Data collected from you to derive statistical models which we use to improve our Weather Services offered to all our customers, including you. **CONSEQUENTLY, YOU AGREE THAT WE MAY USE THE METEOROLOGICAL DATA WHICH WE COLLECT FROM YOU TO IMPROVE OUR SERVICES AND TO ENABLE NEW FEATURES IN RELATION TO OUR SERVICES WHICH WE MAY OFFER TO ALL OF OUR CUSTOMERS.**

4. FEES

- 4.1. The fees due for the Weather Services provided to you will be as agreed with you when you subscribe to receive such services. Fees applicable the delivery and installation of Authorised Devices (if applicable) will be separately stated and agreed with you. Fees applicable to the maintenance of Authorised Devices will be agreed with you in advance prior to performing the maintenance functions, failing which such fees shall be charged at our prevailing rates applicable to all our customers.
- 4.2. The fees due in respect of the Weather Services will be payable by you on a monthly basis in advance. Unless you have opted for payment by debit order, we will at the beginning of the month send you an invoice to your designated email address. If you are renting an Authorised Device from us, we will furnish you with a monthly consolidated invoice reflecting both the rental fees and the service fees due to us for the relevant month.



- 4.3. We may increase our fees for Weather Services on an annual basis. Such increase will be applied from 1 March of each calendar year and will not exceed the increase applied to the fees charged to our other customers for the provision of Weather Services.
- 4.4. You agree to reimburse us for reasonable expenses which we incur in relation to the performance of services related to installation and maintenance of Authorised Devices. Such expenses include travelling, accommodation and subsistence and goods and services purchased by us on your behalf.
- 4.5. Amounts which are invoiced by us to you shall be paid by you within 7 (seven) days of the invoice date into the account designated for payment under the invoice. Our fees exclude all taxes, duties tariffs, rates, levies and other charges that may apply to our service, which you shall be liable to pay in addition to our fees.

YOUR FAILURE TO PAY ANY AMOUNT WHICH IS DULY INVOICED BY US WILL RESULT IN US CHARGING INTEREST AT A RATE OF 1½ % (ONE AND A HALF PERCENT) PER MONTH. SUCH INTEREST SHALL BE CALCULATED FROM THE DUE DATE FOR PAYMENT TO THE DATE OF ACTUAL PAYMENT, BOTH DAYS INCLUSIVE, COMPOUNDED MONTHLY IN ARREARS. WE MAY IN ADDITION TO THIS SUSPEND THE RENDERING OF OUR SERVICES TO YOU UNTIL WE HAVE RECEIVED PAYMENT IN FULL, OR TERMINATE THE SERVICES IF WE CHOOSE TO DO SO.

5. SUBSCRIPTION PERIOD

You will be permitted to make use of the Weather Services for the duration that you are validly subscribed to do so. Your subscription to the Weather Services will commence on the date that you complete the subscription process on the Hortec Website and will terminate on either of the following occurring:

- Us receiving a written notice from you at accounts@hortec.co.za in terms of which you inform us that you no longer wish to receive the Weather Services;
- If your right to receive and make use of the Weather Services is terminated in accordance with the provisions of these terms; or
- Upon the Weather Services being discontinued by us.

6. DISCLAIMERS

YOU ACKNOWLEDGE THAT THE WEATHER SERVICES AND RELATED INFORMATION MADE AVAILABLE TO YOU BY US DO NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND AND THAT YOUR USE OF AND RELIANCE ON THE WEATHER SERVICES ARE ACCORDINGLY AT YOUR OWN RISK.

WE WILL NOT BE LIABLE FOR ANY FAILURE BY YOU TO PROVIDE US WITH THE NECESSARY AUTHORISATIONS AND CONSENTS IN CONNECTION WITH OUR RENDERING OF THE SERVICES TO YOU, AND YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD US AND OUR PERSONNEL HARMLESS AGAINST ANY LOSSES OR CLAIMS MADE AGAINST US OR OUR PERSONNEL AS A RESULT OF SUCH FAILURE ON YOUR PART.

WE DO NOT WARRANT THAT THE HORTEC WEBSITE OR WEATHER SERVICES WILL ALWAYS BE AVAILABLE. WE RESERVE THE RIGHT TO CANCEL OR SUSPEND YOUR USE OF THE WEATHER SERVICES AT ANY TIME IF WE SUSPECT THAT YOU ARE USING THE WEATHER SERVICES IN AN UNAUTHORISED OR UNLAWFUL MANNER.

OUR TOTAL LIABILITY TO YOU IN RESPECT OF ANY BREACH BY US OF OUR OBLIGATIONS UNDER THESE TERMS SHALL NOT EXCEED AN AMOUNT WHICH IS EQUAL TO THE AMOUNT OF FEES WHICH YOU HAVE PAID TO US DURING THE THREE MONTHS PRECEDING THE DATE OF YOUR CLAIM, SAVE TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL HORTEC OR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXTRINSIC OR SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE OR UNFORESEEABLE) OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, THIRD PARTY



CLAIMS OR OTHER PECUNIARY LOSS ARISING OUT OF THE UNAVAILABILITY, DELAY IN DELIVERY OR RELIANCE ON AN AUTHORISED DEVICE OR THE WEATHER SERVICES), WHETHER BASED ON CONTRACT, DELICT, STATUTE OR OTHERWISE, EXCEPT TO THE EXTENT THAT THE LIMITATION OF LIABILITY IS NOT PERMITTED BY APPLICABLE LAW.



WEBSITE TERMS OF USE

(Version effective as of 01 April 2019)

Important Notice

- (1) Please read our terms of use carefully. Your use of this web site and will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site.
- (2) Our terms contain specific provisions to limit our liability. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. YOU SHOULD PAY PARTICULAR ATTENTION TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF OUR WEB SITE.
- (3) If you are not yet 18, you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our terms of use prior to you accessing our web site. If you are under 18 and fail to obtain such consent you may not access our web site.
- (4) We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.
- (5) Please note that specific terms are applicable to your ordering of products from us and your use of our services. These terms are referenced in these terms and must be agreed to by you before you will be able to order products from us or make use of our services. These terms will override any terms contained in these terms in so far as they deal with your use of our products or services.

Should you have any questions regarding this site or these terms of use, please contact our Web Administrator at accounts@hortec.co.za

Part A: General Information

- “We” are Hortec (Pty) Ltd trading as Pay@ and “us” and “our” have a corresponding meaning herein.
- We are a juristic person established in accordance with the laws of the Republic of South Africa with registration number 1990/000666/07.
- Details of the directors of the company are available at <http://www.hortec.co.za/contact.html>
- Our postal address is PO Box 386, Ceres 6835.
- Our Physical Address is at Unit D45, Olive Grove Industrial Estate, 5 Old Paardevlei Road, Somerset West, 7130
- Our telephone and facsimile numbers are Tel: +27 (0)21 851 1044
- Our email address is accounts@hortec.co.za.
- Our webmaster can be contacted at accounts@hortec.co.za

Part B: General Terms of Use

1. Definitions

In these terms of use:

- “**Products**” means the weather station devices advertised on this website;
- “**We**”, “**us**” and “**our**” means Hortec (Pty) Ltd;



- “You” means the user of this web site; and
- “Weather Services” means the weather forecasting and related services made available to users via this site, as further described below.

2. Use of this website

- (1) This web site provides general information about the range of products and services that we offer to our customers. Nothing contained on this web site should be viewed as an offer or professional advice of any kind. We may also enable users to sign up for and register to use our Weather Services which we make available via this site.
- (2) The terms and conditions applicable to your online purchase or lease of Products from us via this website are set out under **Section C** below.
- (3) For more information regarding our Weather Services and how you can sign up please see **Section D** below.
- (4) You may not access this site for any purpose other than for general informational purposes or to the extent required to enable you to acquire our Products or to make use of our services for which you have registered. You may not access our site for the purposes of redistributing or otherwise using any of the content displayed or contained on this site unless you are expressly licensed thereto by us in writing.
- (5) You may not use your access to this site or our services in a manner that would bring us, our business and/or any of our personnel into disrepute. Furthermore, you may not access this site or make use of our services for unlawful purposes or in a manner which infringes our rights or the rights of any other. You must comply with the laws, regulations and codes of conduct applicable to your use of this site and our services.
- (6) We do not distribute or endorse any products, services or events posted, promoted and/or listed on our site other than the products and services we supply ourselves and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- (7) Notwithstanding that this site may contain links to third party web sites and that some third party web sites may contain links to this site we do not control, endorse or approve the activities or content of any such third party web sites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
- (8) Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in the components of this site, including such components and systems used by us to provide services to you via this site belong to us and our licensors. You may not make any use of such components save in the course of your use of our site and/or services in the normal manner as permitted by us.
- (9) Your access of this web site is done at your own risk and you should be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
- (10) We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use. It is your responsibility to review our terms of use on each occasion prior to making use of this site. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- (11) You may provide and we may collect certain information about you and your use of our web site and services. We will collect, process, use and disclose such information strictly in accordance with our Information Processing Policy [see below].
- (12) We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our web site and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and



outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

- (13) You are solely responsible for any and all costs that may apply to your access to and use of this web site and the services offered on it.
- (14) These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to your use of this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us. Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the terms.

Part C: Products

- (1) To purchase or lease Products from us, you will be required to register with us on our website. Once you have done so you will be able to submit orders for Products to us by completing our standard online order form and submitting same to us in the prescribed manner. When submitting an order for the purchase or lease of Products you will be required to agree to specific terms and conditions governing such transaction. These terms and conditions will be made available to you prior to the order being concluded and must be agreed to by you before you will be able to submit your order. To view these terms and condition, please see the information processing policy below (for terms applicable to the purchase of Products) and also for terms applicable to the leasing of Products.
- (2) Our ordering process will provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction before finally submitting your order.
- (3) Once submitted, your order will constitute an offer on the terms and conditions contained in these terms of use that is open for acceptance by us to conclude a binding agreement with you. No conflicting terms or conditions incorporated by you in your order will form part of any agreement concluded between us. Upon receipt of your order, we will try to send an acknowledgement by electronic mail to the address specified in your order to confirm that your order has been received. Such acknowledgement will not constitute acceptance of your order and no binding contract will come into being as a result thereof.
- (4) Once we have assessed your order we will send a notice to you indicating our acceptance or rejection of your order. Such notice will be sent to you by electronic mail to the address specified in your order. A legally binding contract will be formed between us upon the earlier of (i) our sending of such a notice accepting your order to you, or (ii) our delivery to you of any of the Products ordered. We reserve the right to reject any order placed by you and we will notify you by electronic mail if this is the case.
- (5) Please note that while we will try to send to you an acknowledgement and notice of acceptance or rejection for every valid order we receive from you, we cannot guarantee that such acknowledgements and notices will be received by you, nor that, if they are received by you, that they will be legible and uncorrupted. Your failure to receive such acknowledgement or notice will not affect the validity of the agreement concluded between us in respect of an order.
- (6) If you do not receive a confirmation notice after submitting your order, or if you experience an error message or service interruption after submitting your order, you should confirm with our Customer Care Centre accounts@hortec.co.za whether or not your order has been received and processed. Only you may be aware of any problems that may have occurred during the ordering process. It is your responsibility to ascertain if we received your order.
- (7) The information you have submitted with your order will be processed as you have provided it. If you realise that an error has been made or that you need to make a change to such information, you should contact our



Customer Care Centre accounts@hortec.co.za immediately. Please remember that no refunds are possible for losses resulting from such error.

- (8) A complete record of your order will be sent to the email address you provide to us during the ordering process. You should retain such record. We will also retain records of completed orders previously placed by you via this site for a period of at least 6 (six) months, but they will not be available on this site. For access and information on such records you can contact our Customer Care Centre accounts@hortec.co.za.
- (9) If any problems arise in respect of delivery or the handling of your orders, please contact us by sending an e-mail to us at accounts@hortec.co.za or contact us on 021 851 1044

Part D: Weather Services

- (1) As a user of this site you have the option of subscribing to our web-based Weather Service provided that you accept the specific terms applicable to your use thereof. This service will enable you to use a weather station device installed in your premises to receive and analyse meteorological data and to make use of weather prediction models which are hosted by us to interpret such data. Full details of what this service entails and the terms applicable to the use thereof is available in the section above.
- (2) **TO MAKE USE OF OUR WEATHER SERVICES YOU WILL BE REQUIRED TO ACCEPT SPECIFIC TERMS AND CONDITIONS WHICH WILL GOVERN YOUR USE OF SUCH SERVICES. THE RENDERING OF THE WEATHER SERVICES BY US TO YOU WILL BE SUBJECT TO SUCH TERMS.**
- (3) If there is any conflict between these terms and conditions and the specific terms applicable to your use of the Weather Services, the Weather Services terms will prevail to the extent of such conflict.

Part E: Disclaimer

YOU ACKNOWLEDGE THAT THE INFORMATION CONTAINED ON THIS WEBSITE IS OF A GENERAL NATURE ONLY AND THAT IT DOES NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND. WE DO NOT WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED ON THIS WEBSITE. RELIANCE ON AND USE OF OUR WEB SITE, AND THE CONTENT DISPLAYED ON THE WEBSITE IS THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE FOR ANY INJURY, EXPENSE, LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, AND YOU INDEMNIFY US AND OUR PERSONNEL AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION WITH SUCH RELIANCE OR USE.

Part F: Complaints and Disputes

- (1) If you feel that you have cause to complain in connection with your use of our site, you can submit your complaint via email to our Web Administrator. We will try to do our best to resolve any problems that arise. We require that provide us with the following as part of your complaint:
 - Your full names, physical address, telephone number and email address
 - The location and description of the service feature which is the cause of your complaint
 - The problem with the service or rights that you allege to be infringed by such feature or component
 - The actions you would like us to take to remedy the problem
 - A statement confirming that you are making the complaint in good faith
 - A statement confirming that the information you are providing to us is to the best of your knowledge true and correct
 - Please incorporate your signature into the complaint.
- (2) Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Western Cape High Court, Cape Town provided that if any South African Magistrate's Court has competent



jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Magistrate's Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction.

- (3)** Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intent thereof, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.



HORTEC INFORMATION PROCESSING POLICY

We are committed to protecting your privacy. We respect your rights to your personal information. For this reason, we have developed this policy to govern our processing of your personal information. This document sets out:

- (a) How we collect your personal information;
- (b) What types of personal information we collect and hold about you;
- (c) The purposes for which we use such personal information;
- (d) Your rights to your personal information held by us.

Who we are

When we refer to “we”, “us” or “our” herein we are referring to Hortec (Pty) Ltd (Registration Number 1990/000666/07) and its affiliated group companies, or any of them, as the context requires, as well as our successors in title. Our principal place of business is at 5 Old Paardevlei Road, Somerset West, 7130 but we recommend you contact us via telephone at +27 21 851 1044 or electronic mail at accounts@hortec.co.za

How we collect information

We collect information about you directly from you as well from third parties and publicly accessible sources. The means and sources we use to collect information about you is as follows:

- (a) From you, when you make use of our website, enquire about our products or subscribe to our services, as well as when you subscribe to our newsletters or consent to receiving communications from us;
- (b) From public registers, credit bureaus, money laundering, fraud prevention and law enforcement agencies;
- (c) From our business partners and the persons employed by us to provide services for us, which may include debt collection services, communications services and data hosting, processing and management services;
- (d) From such persons or entities which may be legally entitled to provide us with information about you; and
- (e) From persons or entities which you may consent to providing us with information about you.

Information we hold about you

We record and hold the following types of information about you:

- (a) Details of when you contact us and when we contact you, including the IP addresses when you contact us via electronic mail or through our website, electronic mail addresses and telephone numbers you contact us from as well as the content of the communications between us, which we may record;
- (b) All information contained in the forms, requests or orders you submit to us, via electronic mail, our website or using any other means;
- (c) Details about you which you provide to us to enable your use of our products or services, including your name, contact details, identity number and place of residence;
- (d) Information received pursuant to our enquiries with public registers, credit bureaus, money laundering, fraud prevention and law enforcement agencies; and



- (e) Details of your preferences regarding our products and services, including which of our products or services you have made enquiries with us about.

We may hold your personal information for at least 5 years calculated from the date of collection, or for as long as you subscribe to any of our services and 5 years thereafter, as the case may be, subject thereto that in either case we shall not hold your personal information for a period which exceeds the maximum period permitted by applicable law.

The purposes for which we use your personal information

Certain of the information which we collect about you, as identified below, we need to use in order to process your requests for and instructions regarding our services and to exercise our rights under agreements we have with you. If we do not have the right to use such information it will not be possible for you to make use of our services or for us to process requests related thereto. Such information includes:

- (a) Your name, contact details, identity number and place of residence;
- (b) Your preferences regarding our services which you make use of or have made enquiries about;
- (c) Your bank account details and the financial information which you submit to us in connection with our services;
- (d) The information about you which we have received from public registers, credit bureaus, money laundering, fraud prevention and law enforcement agencies; and
- (e) The information which you and third parties have provided to us which we need to verify that the information which we have received from or about you are accurate, complete and up to date.

Other information about you which we hold and which we do not need for purposes of providing our services to you, and in respect of which we require your consent to use, will be used by us only for the purposes as agreed to by you. We may also use information we hold about you for purposes required by or as permitted under applicable law.

Sharing your information

Keeping your personal and financial information secure is one of our most important responsibilities. We cannot disclose your information unless legally permitted thereto. Save as set out below, we will not transfer your information to a third party without your consent unless legally obliged thereto. In particular, we do not sell lists or databases with our clients' information and will not provide any of your information to entities outside our group so as to permit them to market their products or services to you. You agree that we may transfer your information to the following people and organisations in pursuit of the data processing purposes set out in this policy:

- (a) To all persons in our employ or in the employ of our affiliated companies, including to our directors, employees, contractors, agents, auditors, legal and other professional advisors and of our affiliated companies;
- (b) To governmental, judicial, regulatory and law enforcement bodies and agencies, including the South African Revenue Services and the National Credit Regulator;
- (c) To persons employed by us to provide services on our behalf that adhere to principles similar to ours regarding the treatment of your information, including delivery, debt collection, data hosting, processing and management services;
- (d) To any person to whom we cede, delegate, transfer or assign any of our rights or obligations pertaining to the services provided to you or contracts concluded with you;
- (e) To any person that acts as your legal guardian, executor of your estate, curator or in a similar capacity;
- (f) To such other persons as may be permitted by applicable law or that you may consent to.



Security

We will strive at all times to ensure that your records will always be protected against unauthorised or accidental access, processing or loss. We maintain this commitment to data security by implementing appropriate reasonable technical and organisational measures to safeguard and secure your information. If we use a third party to host, manage or process your data on our behalf we will require that such third party also commit to implementing appropriate reasonable technical and organisational measures to safeguard and secure your information. If we are not prevented by a law enforcement or regulatory agency, we will notify you without undue delay if we believe that unauthorised access to your information may have occurred, providing you with such information as you may reasonably require to implement protective measures.

Web Sites

When you visit our site we may collect certain information about your usage preferences and history. Such information will be stored in a cookie on your computer's hard drive by your web browser. Cookies are intended to assist and improve your use of our web sites. Most browsers accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may not be able to use all of the features of our site.

Every time you connect to our web sites we store web server logs which show your IP address (the unique number which your machine uses when it is connected to the Internet); what you looked at; whether the page request was successful or not, and which browser you used to view the pages. The use of this data is strictly for statistical and personalisation purposes only. This helps us understand which areas of the site are of particular interest and also which pages are not being requested. It also tells us how many hits and page requests we get.

Your rights regarding your information

Provided that you give us suitable and adequate proof of your identity, you have the right:

- (a) To know which records we hold about you;
- (b) If our right to process your personal information requires your consent, to withdraw such consent at any time, provided that this shall not affect the lawfulness of processing which occurred prior to such withdrawal;
- (c) To object to the further collection, use, sharing or processing of your personal information by us at any time where such processing activities are not required by us to comply with our obligations under any agreement we have with you, to exercise our rights, or for such other purposes as may be required or permitted by applicable law; and
- (d) to require us to correct, erase or cease processing information or records we hold about you and for which we require your consent to process, or that we are no longer permitted to retain, or which are inaccurate, irrelevant, excessive, out of date, incomplete, misleading or has been unlawfully obtained;

Any of the above can be done by contacting us directly by any means provided by us, including by submitting a written request to us via email at accounts@hortec.co.za. We will notify you of the steps taken as a result of your request. We will not be obliged to provide you with information or agree to your request to the extent that we are prohibited thereto by applicable law, if compliance would unreasonably prejudice our legitimate interests or that of a third party, or if we have a legal basis upon which to deny your request. Please note that we may require a reasonable period to comply with your request.