

# Terms and Conditions of Use

20<sup>th</sup> November 2020

These Terms and Conditions of Use apply to the G.M. Voogt cc website at [www.qservices.co.za](http://www.qservices.co.za). These terms are binding on everyone who chooses to access the website, without qualification or exception. Should you not agree with any of the terms and conditions of this notice, please cease access of this website immediately.

## 1. Definitions and Interpretation

- 1.1. "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including all information as defined in the Protection of Personal Information Act 4 of 2013
- 1.2. "Processing" means the creating, generation, communication, storage, and destruction of personal information as more fully defined in the Protection of Personal Information Act 4 of 2013
- 1.3. "You" or the "User" means any person who accesses and browses this website for any purpose.
- 1.4. Website means the website of G.M. Voogt cc at [www.qservices.co.za](http://www.qservices.co.za) or such other URL as G.M. Voogt cc may choose from time to time.

## 2. Status and Amendments

- 2.1. G.M. Voogt cc respects your privacy. This notice sets out G.M. Voogt cc's information gathering and dissemination practices in respect of the Website.
- 2.2. This notice governs the processing of personal information provided to G.M. Voogt cc through your use of the Website.
- 2.3. Please note that, due to legal and other developments, G.M. Voogt cc may amend these terms and conditions from time to time.
- 2.4. The version of the terms and conditions are indicated by the effective date incorporated in the title of this notice. It is your duty to remain apprised of the current version of this notice. The date indicated in the heading of this notice is the effective date that governs the browsing and use of this website from that date until the next revision of this notice becomes effective.
- 2.5. By continuing to browse or use this website after the revision of our Terms and Conditions of Use becomes effective constitutes your agreement to observe the terms and conditions as have been revised.

## 3. Processing of Personal Information

- 3.1. By providing your personal information to G.M. Voogt cc you acknowledge that it has been collected directly from you and consent to its processing by G.M. Voogt cc.
- 3.2. Where you submit Personal Information (such as name, address, telephone number and email address) via the website (e.g. through completing any online form) the following principles are observed in the processing of that information:
  - 3.2.1. G.M. Voogt cc will only collect personal information for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested.
  - 3.2.2. G.M. Voogt cc will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed.
  - 3.2.3. Personal information will only be processed for a purpose compatible with that for which it was collected, unless you have agreed to an alternative purpose in writing or G.M. Voogt cc is permitted in terms of national legislation of general application dealing primarily with the protection of personal information.
  - 3.2.4. G.M. Voogt cc will only retain information of personal Information collected and the specific purpose for which it was collected for as long as necessary to provide the requested service.
  - 3.2.5. G.M. Voogt cc will not disclose any personal information relating to you to any third party unless your prior written agreement is obtained; or the Company is required to do so by law.
  - 3.2.6. If personal information is released with your consent G.M. Voogt cc will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of 1 (one) year from the date on which it was last used.

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3.2.7. G.M. Voogt cc will destroy or delete any personal information that is no longer needed by the Company for the purpose it was initially collected, or subsequently processed.

3.3. Note that, as permitted by the Electronic Communications and Transactions Act 25 of 2002, G.M. Voogt cc may use personal information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.

## 4. Collection of Anonymous Data

4.1. G.M. Voogt cc may use standard technology to collect information about the use of this website. This technology is not able to identify individual users but simply allows G.M. Voogt cc to collect statistics.

4.2. G.M. Voogt cc may utilise temporary or session cookies to keep track of users' browsing habits. A cookie is a small file that is placed on your hard drive in order to keep a record of your interaction with this website and facilitate user convenience.

4.2.1. Cookies by themselves will not be used to identify users personally but may be used to compile identified statistics relating to use of services offered or to provide G.M. Voogt cc with feedback on the performance of this website.

4.2.2. The following classes of information may be collected in respect of users who have enabled cookies.

4.2.2.1. The browser software used,

4.2.2.2. IP address,

4.2.2.3. Date and time of activities while visiting the Website,

4.2.2.4. URLs of internal pages visited and

4.2.2.5. Referrers.

4.3. If you do not wish cookies to be employed to customize your interaction with this Website, it is possible to alter the manner in which your browser handles cookies. Please note that, if this is done, certain services on this website may not be available.

## 5. Security

G.M. Voogt cc takes reasonable measures to ensure the security and integrity of information submitted to or collected by this website, but cannot under any circumstances be held liable for any loss or other damage sustained by you as a result of unlawful access to or dissemination of any personal information by a third party.

## 6. Links to Other Websites

G.M. Voogt cc has no control over and accepts no responsibility for the privacy practices of any third party websites to which hyperlinks may have been provided and G.M. Voogt cc strongly recommends that you review the privacy policy of any website you visit before using it further.

## 7. Electronic Communications

When accessing [www.qservices.co.za](http://www.qservices.co.za) or sending emails to us, you are communicating with us electronically. You hereby consent to receive communications from us electronically and that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

## 8. Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of G.M. Voogt cc and may not be duplicated, processed, modified or made available in any form whatsoever without the express written consent of G.M. Voogt cc. All rights are reserved.

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## 9. Acceptable Use

- 9.1. You may not access the website for, or in conjunction with any illegal, unlawful, or immoral purposes or as prohibited by these terms and conditions.
- 9.2. You may not frame the Website in any way whatsoever without the prior written permission of G.M. Voogt cc. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding your conduct on the Website.
- 9.3. You agree to adhere to generally acceptable Internet and email etiquette. In this regard, without being limited to the examples listed below, you agree not to:
  - 9.3.1. Engage in any abuse of email or spamming,
  - 9.3.2. Engage in any activity intended to entice, solicit, or otherwise recruit Website users to join an organisation except where we expressly authorised such activities in writing,
  - 9.3.3. 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 Website,
  - 9.3.4. Use the Website 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;
  - 9.3.5. Use the Website 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",
  - 9.3.6. Use the Website in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary rights of others,
  - 9.3.7. Use the Website to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended,
  - 9.3.8. Gather e-mail addresses and/or names for commercial, political, charity or like purposes or use the services to collect or attempt to collect personal information about third parties without their knowledge or consent,
  - 9.3.9. Violate the privacy of any person in any way including, but not limited to, sharing any person's personal information without their consent to do so,
  - 9.3.10. Attempt to gain unauthorised access to the Website or any other network, including (without being limited to) through hacking, password mining or any other means,
  - 9.3.11. Otherwise use the Website to engage in any illegal or unlawful activity.

## 10. Jurisdiction

These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa. It is agreed that any dispute arising out of the use of this website shall be submitted to the exclusive jurisdiction of the courts of the Republic of South Africa.

## 11. Queries

If you have any queries about our terms and conditions, please contact us by emailing [office@qservices.co.za](mailto:office@qservices.co.za)