

PRIVACY POLICY

Motorvaps Privacy Policy

This website is owned and operated by Motorvaps and will be referred to as "we", "our" and "us" in this internet privacy policy. By using this site, you agree to the internet privacy policy of this website ("the website"), as set out below. The internet privacy policy relates to the collection and use of personal information you may supply to us on the website.

We recognise the importance of protecting the privacy of information collected about visitors to our website, in particular information that is capable of identifying an individual ("personal information").

This internet privacy policy governs the manner in which your personal information, obtained through the website, will be collected, protected and used. This internet privacy policy should be reviewed periodically so that you are updated on any changes.

We reserve the right, at our discretion, to modify or remove portions of this internet privacy policy at any time. This internet privacy policy is in addition to any other terms and conditions applicable to the website.

Personal information

- Personal information about visitors to our site is collected only when voluntarily submitted. For example, when supplying personal information in the quotation or buying process to provide you with a product.
- Unless additionally stated at point of collection, any personal information that is submitted to our website is used only for the purpose for which it is submitted or for secondary purposes directly related to the primary purpose.
- We will not share your personal information with any other third parties, other than within our own group of companies, unless we are permitted or required to do so by law or you specifically instruct, or authorize, us to do so.
- We collect, store and use personal information such as first name, surname, addresses, contact numbers, email addresses, ID numbers and vehicle details.
- Your personal information is collected over a secure, encrypted network.

Cookies

- A cookie stores information from the web browser that was sent to the web server and is stored on your local computer. This is then used by the server when you revisit a web site. We may use persistent and session cookies on our website. These cookies allow us to provide you with an improved user experience on our website as well as for online advertising purposes.
- We also make use of Google Display Network advertising and remarketing advertising. This means that prior to and after visiting our website, you may see our online advertising banners on other website's you visit.
- We use Google Analytics to track and analyse the use of this website. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>.
- You are able to add, edit or delete interests and demographic data for personalization of Google Display Networks ads via the Ads Preference Manager.

Security

- We strive to ensure the security, integrity and privacy of personal information submitted to our website, and we review and regularly update our security measures in line with available technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.
- We do take all reasonable and available steps to protect the personal information you submit to us, both on the website and within our internal information systems. In addition, our employees and the contractors who provide services related to our information systems are obliged, by way of non-disclosure agreements, to respect the confidentiality of any personal information held by us. We will not, however, be held responsible for events arising from unauthorised access to your personal information.
- We make use of SSL technology to encrypt information transmitted from the website to our servers which are password protected and firewalled.

Access to information

- You have the right to request access to the personal information we have on record for you at any time and we are obliged to present you with such data upon request.
- You have the right to request that we correct any errors in information held about you.

Links to external sites

- We may provide links to websites outside of our website, as well as to third party web sites. These sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to from our website.
- Before disclosing your personal information on any other website, we advise you to examine the terms and conditions and privacy statement of any website before submitting personal data.

Contact information

Should you have any queries about our privacy policy, please feel free to send us an email at info@Motorvaps.co.za

TERMS OF USE

1. About this portal

This Site is owned and operated by Motorvaps (Pty) Ltd. Motorvaps (Pty) Ltd operates under the domain name "Motorvaps.co.za". The Warranties are underwritten by "Mutual & Federal Risk Financing Ltd."

Saxum Insurance Company Limited is an Authorised Financial Services Provider FSP Number 12

The Policy Administrator is Motorvaps an authorised Financial Services Provider FSP Number 45790

Your use of the services, information, text, graphics, materials and other content on the Motorvaps.co.za Site ("Material on this Portal") is governed by these Terms of Use and the associated Security and Privacy Statement. By using this Site, you agree to be bound by these Terms of Use. In addition to the Terms of Use contained in this document, other terms of use or conditions may apply to your use of this Motorvaps.co.za Portal, parts of this Portal, or to products and services offered via this Portal. You will be bound by these additional terms, as applicable.

2. Links to other websites

- The Motorvaps.co.za Site may contain links to websites, which are owned or operated by third parties independent of Motorvaps.co.za ("Third Party Websites"). Motorvaps.co.za does not sponsor, endorse or approve of the operators of Third-Party Websites, or material (including services, information, graphics, or data) which is located on such Third-Party Websites ("Third Party Material").
- The Motorvaps.co.za Site may contain or link to information about special offers, deals or promotions by persons not related to or part of Motorvaps.co.za ("Third Party Offers"). Motorvaps.co.za does not sponsor, endorse, or approve of any Third Party Offers, or Third-Party material associated with these offers.
- Subject to any applicable law which cannot be excluded, Motorvaps.co.za makes no warranties or representations:
 - regarding the quality, accuracy, merchantability or fitness for purpose of Third-Party Material, or products or services available through Third Party Websites: or
 - that Third-Party Material does not infringe the intellectual property rights of any person. Motorvaps.co.za is not authorising the reproduction of Third-Party Material by linking Material on this Site to Third Party Material.
- When following a link on the Motorvaps.co.za Portal, material at a Third-Party Site may be displayed in your browser framed by Material on this Portal. This material is also Third Party
- Material for the purpose of these Terms of Use.

3. Privacy

Your privacy and security is very important to Motorvaps.co.za. We collect certain information from you, and it's used by the Motorvaps.co.za Site in order to provide online services. The Motorvaps.co.za Site will record and track the use you make of this portal. The use of this data is subject to our Security and Privacy Statement. Please read our Security and Privacy Statement in full.

4. Motorvaps.co.za product information and purchase

The Motorvaps.co.za Site contains both information of a general nature about Motor vaps.co.za and Motorvaps.co.za's products and services, and also enables you to purchase and pay for products and services online.

Completing transactions on the Motorvaps.co.za Portal

When entering into a transaction via the Motorvaps.co.za Portal, whether it be the issuance of an contract, a renewal payment, or a transaction relating to any other product or service, the transaction will not be completed until an "Electronic Instruction " (being any electronic instruction, information, message, request or communication issued or transmitted to Motorvaps.co.za via the Motorvaps.co.za Portal) containing the acceptance from you to Motorvaps.co.za's offer, or the confirmation of payment from you, whichever is applicable, has been received and processed by Motorvaps.co.za, and any specific steps or requirements as set out in this clause 4, have been complied with.

You acknowledge that the transmission of your acceptance or the confirmation of any payment, made through an Electronic Instruction may not be received by Motorvaps.co.za or one of our partners in accordance with this clause 4 for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications , or electronic failure, or the omission or failure of third party service providers or systems. You further acknowledge that, to the extent permitted by law, Motorvaps (Pty) Ltd is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the Motorvaps.co.za Portal, or any failure to receive an Electronic Instruction for whatever reason.

Purchasing insurance policies and non-insurance products

Where the Motorvaps.co.za Site enables you to purchase insurance products, non-insurance products or services online:

- The parties (including insurance partners) may enter into an insurance policy using the Motorvaps.co.za Site by Motorvaps.co.za making an electronic offer via the Motorvaps.co.za Site and you electronically communicating your acceptance of that offer via the Motorvaps.co.za Site to Motorvaps.co.za.
- Motorvaps.co.za may act on and process all completed Electronic Instructions transmitted or issued through the Motorvaps.co.za Site without further consent from or reference to you; and Motorvaps.co.za may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.

Creating a binding contract with Motorvaps.co.za via the Motorvaps.co.za Site is a two-step process

- The first step is to select the desired product you are interested in and have selected.
- If you wish to purchase a product in accordance with the selection via the Motorvaps.co.za Portal, then, upon successful completion by you of all additional required details, step two enables you to accept that quote and create a binding insurance agreement with a corresponding Motorvaps.co.za policy or membership number.
- When entering into a contract via the Motorvaps.co.za Portal, you will be taken to have communicated your acceptance to an offer of insurance from Motorvaps.co.za.

only when:

- The Electronic Instruction containing the acceptance from you enters and is recorded in the main database.
- A record is created and stored in the database.
- A Motorvaps.co.za policy number is generated by the Motorvaps.co.za database; and Motorvaps.co.za receives all required details of a current and valid bank account which you are authorised to use, which is of a type accepted by Motorvaps.co.za, and to which Motorvaps.co.za is able to charge a premium or payment.
- A binding contract is conditional on Motorvaps.co.za or one of our partners being able successfully charge against your nominated bank account and receiving timely payment of your applicable premium.
- Where a transaction is entered into between Motorvaps.co.za or one of our partners via the Motorvaps.co.za Portal, a policy or membership number will be issued by Motorvaps.co.za via the Motorvaps.co.za Portal. However, a binding agreement is not conditional on the issuance or receipt by you of a policy number. Therefore, the failure by you to receive a policy number via the Motorvaps.co.za Site does not invalidate or otherwise prejudice the existence of a contract or transaction entered into using the Motorvaps.co.za Portal.
- Motorvaps.co.za may or may not issue a paper confirmation of the insurance policy or product. The existence of a binding contract is not conditional on Motorvaps.co.za issuing, or you receiving, a paper confirmation of the transaction.
- You are responsible for ensuring that you receive a policy number and should contact Motorvaps.co.za if one is not received within 24 hours.
- Where you only complete a quote on the Motorvaps.co.za Site a binding agreement is not created. A binding agreement will only be created once Motorvaps.co.za receives your full payment.

5. Payments

All payments for any products or other services purchased via the Motorvaps.co.za Site must be paid in full by clear funds by the due date specified in the relevant confirmation. Unless provided for otherwise, all payments referred to in (1) above are to be made by selected bank accounts.

You must therefore provide to Motorvaps.co.za details of your current and valid bank account, including:

- Bank account type.
- Name of bank.
- Bank branch;
- Branch number.
- Bank account number
- Account name

6. Motorvaps.co.za's standard terms and conditions apply

All applications for insurance or other products made via this Motorvaps.co.za Site are subject to and must comply with Motorvaps.co.za's normal approval criteria and are governed by the normal terms and conditions applying to each product or service requested. Full terms and conditions are contained within the policy documents (which include a policy schedule or certificate of insurance, policy wording and Disclosure Statement and Important Information about Us). These can be accessed on the Motorvaps.co.za Portal

7. Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, Motorvaps.co.za does not warrant the accuracy, adequacy or completeness of Material on this Portal. All information is subject to change without notice. Motorvaps.co.za does not guarantee that the Motorvaps.co.za Site or Third-Party Websites will be free from viruses, or that access to the Motorvaps.co.za Site or Third-Party Websites will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

8. Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, Motorvaps.co.za, and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to Material on this Portal, to Third Party Material, third party services, or to access of the Motorvaps.co.za Site by you, howsoever caused, whether in contract, tort including negligence statute or otherwise.

9. Indemnity

You indemnify Motorvaps (Pty) Ltd in respect of any liability incurred by Motorvaps.co.za for a loss or damage, howsoever caused, suffered by Motorvaps.co.za as a result of your breach of these Motorvaps.co.za Site Terms of Use, or your use of the Motorvaps.co.za Portal.

10. No financial or investment advice

The Motorvaps.co.za Site does not purport to provide you with financial or investment advice of any kind. The information available via the Motorvaps.co.za Site does not take account of your particular financial or insurance position or requirements. Motorvaps.co.za suggests that you seek independent advice before acting upon Material on this Site or Third Party Material.

11. Availability of the Motorvaps.co.za Portal

As electronic services are subject to interruption or breakdown, access to the Motorvaps.co.za Site is offered on an "as is" and "as available" basis only.

Motorvaps.co.za may impose limits or restrictions on the use you may make of the Motorvaps.co.za Portal. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use, Motorvaps.co.za may withdraw the Motorvaps.co.za Site at any time and without notice to you.

12. Use of the Motorvaps.co.za Portal

The information and material contained in this Motorvaps.co.za Site is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using this Motorvaps.co.za Portal, you agree to abide by the terms and conditions of use contained in this clause and clause 14.

You agree that you will not (either yourself or through any third party):

Use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on the Motorvaps.co.za Portal, or any of the information, content or data contained within or accessible through the Motorvaps.co.za Portal, without Motorvaps.co.za's prior written permission; use any Automated Process to aggregate or combine information, content or data contained within or accessible through the Motorvaps.co.za Site with information, content or data accessible via or sourced from any third party; use any information on or accessed through the Motorvaps.co.za Site for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain; use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Motorvaps.co.za Site or any transaction or process being conducted on or through it; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Motorvaps.co.za Portal; reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Motorvaps.co.za Portal; or copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from the Motorvaps.co.za Site without Motorvaps.co.za's prior written permission.

13. No use of Motorvaps.co.za Site for unrelated persons

You must only use the Motorvaps.co.za Site to: obtain motor related products and services; obtain other information relating to the cover from Motorvaps.co.za; or conduct transactions or queries, in respect of insurance cover for you or a member of your immediate family (with their prior consent) or for a commercial enterprise for which you seek bona fide cover. You also agree to indemnify Motorvaps.co.za in respect of any liability incurred by Motorvaps.co.za for any loss, cost damage or expense, howsoever caused, suffered by Motorvaps.co.za as a result of your breach of this clause 14.

14. Third party providers

Parts of this Motorvaps.co.za Portal, or the provision of payment processing or other services offered via this Motorvaps.co.za Portal, may be outsourced to third party providers. These Terms of Use apply to any outsourced services, unless you are otherwise notified of any alternate Terms of Use.

15. Copyright and Trademarks

Copyright in the Material on this Site is owned or licensed by Motorvaps (Pty) Ltd and/or its affiliates or associate companies. Except where necessary for and incidental to viewing the Material on this Site via your web browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no Material on this Site may be reproduced, stored in an electronic or other retrieval system, adapted, uploaded to a third-party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Motorvaps.co.za.

Motor Plan Direct (Pty) Ltd and the Motorvaps logo are both registered trademarks of Motorvaps (Pty) Ltd. Third Party trademarks are trademarks of the respective third parties.

16. Termination

These Terms of Use and your access to the Motorvaps.co.za Site may be terminated at any time by either party without notice to the other. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Motorvaps (Pty) Ltd, will survive any termination. Upon termination, you must not directly or indirectly access or use the Motorvaps.co.za Site or any Material on this Portal.

17. Acceptance and changes to Terms of Use

You acknowledge and accept that your use of the Motorvaps.co.za Site indicates your acceptance of these Terms of Use and the Security and Privacy Statement. These are the current Terms of Use. They replace any other terms of use for the Motorvaps.co.za Site published on the Motorvaps.co.za Site to date. Motorvaps (Pty) Ltd may at any time vary the Terms of Use for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the Motorvaps.co.za Portal, by publishing the varied Terms of Use on the Motorvaps.co.za Portal.

Motorvaps (Pty) Ltd will indicate on the Motorvaps.co.za Site that these terms of use have changed, however, Motorvaps.co.za is under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, Motorvaps.co.za has provided you with sufficient notice of the variation. By your use of the Motorvaps.co.za site after any variation, you are taken to have accepted the new Terms of Use.

18. General

We only offer and provide products within South Africa. The law applicable to the Motorvaps.co.za Site and to disputes arising out of the Motor vaps.co.za Site is the law of the Republic of South Africa. Should any clause or part thereof of these Terms of Use be found to be void, unenforce able or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

19. Linking to Motorvaps.co.za

Linking to the Motorvaps.co.za Site is only permitted when authorised in writing by Motorvaps.co.za. Please contact Motorvaps.co.za if you would like to link to any part of the Motorvaps.co.za Portal.

20. Grant of Licence

Motor Plan Direct (Pty) Ltd grants you the right to use the software accessed by this portal. for the purposes of providing you with Motorvaps (Pty) Ltd products and services. You may not sell, licence or distribute this software. A licence fee is included in the premium Motorvaps.co.za charges, entitling you to use the software for the period of your policy.