

F. WEBSITE

The ECTA legislation applies to all websites, whether it is utilised for online shopping, catalogue marketing ordering of products / services or for purposes of marketing your business.

Both of the following links: www.tdmi.co.za & www.nearbyelectrician.co.za was visited and the following concerns were raised:

- 1) The Website www.tdmi.co.za does have a **privacy policy** (notice) and **terms of service** (use of website) when you check-out. The **terms and conditions** of service delivery is available before check-out on a check box. It is advised to add the **terms and conditions**; **privacy policy** (notice) and website use – **terms of service** – also to the main page on the bottom links as also indicated above.

Kindly also note: The **terms of service** or use of website is in order, but the **privacy policy**, which is called a privacy notice ito POPIA, is a pro-forma with wrong, incomplete and some outdated information. It is advised that you replace the privacy policy with the one that we drafted in your POPI Guidelines document and/or replace it with a similar one to that on the other website www.nearbyelectrician.co.za as that one is in order for being a privacy notice.

- 2) The website www.nearbyelectrician.co.za does have a **privacy policy** (notice) and terms and conditions under **terms of service** (which should be amended rather to Terms and conditions to avoid confusion). The website does not have **terms of use** and it is advised to either add the same/similar terms of use as on the other website or use the ones as drafted below. It is also advised to add the **Privacy policy** (notice), **terms and conditions** and **terms of use** – to the main page of the website as links.

Kindly also note that the **Privacy Policy** (notice) is web-focussed and does not address all the potential risks and POPIA compliance requirements. Although you can use the policy for online purposes (as it would be in order for a Popi notice), kindly refer to the drafted Policy documents for a detailed Privacy Policy and specific risk adjusted policies





for the business to assist in POPIA compliance. Also refer to the POPIA guideline document for a Privacy Notice for external use that is not web based.

- 3) As indicated in above paragraph “2” you can use the website terms of use on the TDMI website and/or make use of the following:

Website Terms of Use

Acceptance of Terms

Nearby Electrician permits the use of this Website subject to these terms and conditions ("the Terms and Conditions"). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. Your use of any product and/or service offered by us will also be subject to applicable provisions of the Terms and Conditions.

Use of the Website

The contents of this Website, including any content, information, software, icons, text, links, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to Nearby Electrician. No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution or reproduction of the said contents is prohibited.

By entering this Website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized Nearby Electrician representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

Disclaimer

While Nearby Electrician takes reasonable measures to ensure that the contents of this Website are accurate and complete, Nearby Electrician makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity,





availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. Nearby Electrician reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

Nearby Electrician will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Nearby Electrician also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. Nearby Electrician does not accept any responsibility for any errors or omissions on this Website.

Linked Third-Party Website and Third-Party Content

This Website may contain links or references to other websites outside of our control, including those of advertisers. These Terms and Conditions do not apply to those websites and Nearby Electrician is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use. In addition, because Nearby Electrician has no control over such external sites and resources, you acknowledge and agree that Nearby Electrician is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other websites or your reliance on any information contained on those websites.

Permission for Hyperlinks, Deep Linking, Crawlers and Metatags

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of an authorised representative of Nearby Electrician, which may be withheld or granted subject to such conditions Nearby Electrician may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at Nearby Electrician. At times those comments may contain references to





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YOU HEREBY INDEMNIFY NEARBY ELECTRICIAN AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM NEARBY ELECTRICIAN OR ONE THAT PURPORTS TO EMANATE FROM NEARBY ELECTRICIAN, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF NEARBY ELECTRICIAN.

Changes to these Terms and Conditions

Nearby Electrician reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Termination

Nearby Electrician may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that Nearby Electrician will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

Governing Law

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

