

Terms and Conditions

1. INTRODUCTION

This website (the Website") is an online site owned and managed by GMTM Consultants which enables users ("you, your") to voluntarily enter their contact information on a single Website, and have various partners contact them for the services requested ("We, Us, Our") have partnerships with a variety of service providers relating to the requested service and may submit your details to a variety of partners in order to ensure your request is responded to as efficiently as possible..

These terms and conditions of use ("Terms") regulate access to and use of the Website and any profile created by you arising out of your use of the Website.

Please note that these Terms are valid, binding and enforceable against all persons that access and/or use this Website.

By using any part of the Website or by clicking a box that states that you accept or agree to those Terms, you signify your agreement to these terms. If you do not agree to these Terms, you may not use the Website.

We 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 you access the Website, you are deemed to have consented, by such access, to the Terms, as amended and/or replaced by us from time to time.

In the event of a dispute as to the content of the Terms at any time, a certificate signed by the administrator responsible for maintaining the Website shall be prima facie proof of the date of publication and content of the current version and all previous versions of the Terms.

These Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.

You shall not be entitled to cede, assign, and/or delegate your rights and/or obligations in terms of these Terms to any third party without our prior written consent.

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.

Our 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.

The expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they shall operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

1.1 Subscription to Our Services

Through voluntary subscribing to our services via the submitting of information to us by completing forms or into our online form, You are requesting and acknowledging that we send your information to our partners, who will then contact you with obligation free quotes for the specific product You have requested. We offer these services on a number of websites that are partnered with the Website.

Through Your voluntary use of Our services, You thereby further authorise us to use Your submitted information for Our future marketing of other products on the Website or any partner Websites we may have. We will only use this information for our own marketing and offering of Our services and ensure that your privacy will be protected to the best of our reasonable ability at all times.

You agree to provide, maintain and update true, accurate, current and complete information about yourself as and when requested..

1.2 Electronic Communications

When you visit the Website or send e-mails to Us, You are communicating with Us electronically. Your Use of the Website shall be deemed your consent to receive communications from Us electronically which will allow Us to communicate with you via e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that We provide to you electronically, satisfy any and all legal requirement that

such communications be in writing.

2. PRIVACY POLICY

We have taken reasonable steps to safeguard the privacy of information provided by you, but does not make any representations or warranties that the information provided by you, whether personal information, or otherwise, is absolutely safe and secure. We are committed to protecting your privacy. This privacy policy applies to all the web pages related to the Website. The information gathered through details submitted to the online forms on the Website will not be used for anything other than that which is stated in these Terms & Conditions. Such gathered personal information may be re-used and stored by Us for a reasonable period and in order for the completion of any of our related services, including inter alia any marketing and advertising of products by Ourselves. The Website may collect certain information about your visit, including but not limited to the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Website; the pages that you access while at the Website and the Internet address of the website that linked you directly to the Website. This information is used amongst other things to help improve the Website, analyse trends, and administer the Website.

Other than in respect of personal information, if you provide information to Us, you agree that such information is not confidential information and that We have unlimited rights to such information and may use such information at our discretion.

While using the Website, information about you may be either collected by us or provided by you, such as, without limitation, your name, surname, title, birth date, gender, country of residence, closest city, address, contact numbers, non-personal browsing habits and click patterns, email address and IP address. You consent to such collection of information.

You agree that we may collate, process, use and store the information referred to above to greet you when you log onto the Website, inform you of facts relating to your access and use of the Website, provide you with periodic information regarding products, services, competitions, special offers and other marketing initiatives of we, its partners or affiliates ("Marketing Initiatives"), to communicate with you, and request information from you and to compile non-personal statistical information about browsing habits, click-patterns and access to the Website. If we sell our business or part of it, we will share the information about you which has been collected from your use of the Website, with the purchaser, who may then provide you with information about their products, services and marketing initiatives.

You acknowledge and agree that by creating customer profile and uploading and sharing such customer profile, for example on websites dedicated to discussion forums, such information is not confidential.

We may collect, maintain, save, compile, share, disclose any information collected from you, subject to the following provisions:

We shall not disclose any personal information to anyone except as provided for in these Terms;

We may compile, use and share any information that is not personal information for statistical and research purposes;

We may disclose personal information to its employees and agents who require such information to carry out their duties or any activity incidental thereto; and

We shall disclose personal information where the law requires it to disclose such personal information.

In all other situations, We shall not disclose personal information without giving you prior notice thereof and an opportunity for you to consent thereto.

Where disclosure has been made to any third party, We undertake to keep records of such third party disclosure, in accordance with section 51 of the Electronic Communications and Transactions Act 25 of 2002.

You agree and recognise that information provided may be susceptible to the provisions of the Regulation of Interception of Communications Act 70 of 2002. As such, we may possess the right to intercept, read, monitor, block, delete, and/or close the information provided to the Website.

If you have any questions or concerns about our privacy policy, please send us an E-mail to www.sapassports.co.za. Through your use of the Website, you signify your acceptance of our Privacy Policy. Should you not agree to this policy, please do not continue to use the Website. Your continued use of the Website following the posting of changes to these Terms and Conditions (including but not limited to changes to the Privacy Policy) will be deemed as your acceptance of those changes. By registering at sapassports.co.za you provide your consent to allow us to communicate various messages relating to promotions, special offers, discounts and the like associated with the services. The form of communication may include, but are not limited to, electronic mail; mobile communications (SMS); and telephone calls.

Should you choose to provide us with personally identifiable information through the use of our website, rest assured

that any such information you have voluntarily provided will not be shared with any third-party organisation except with your express consent which would include but is not limited to request to be contacted regarding a product/service from one of our partners and or for a specific product. Should you however wish to unsubscribe from our services please send an e-mail to unsubscribe@sapassportsmail.co.za

3. LIMITATION OF OUR LIABILITY AND USE OF OUR WEBSITE

3.1 Use of WebSite

You may only use the Website to browse the content, voluntarily enter legitimate information and shall not use the Website for any other purposes, including but without limitation to, the entering of any false or fraudulent information. You may only use The Website if you are an adult major (over 18 years of age) and therefore it is important to know that minors may not make use of The Website . The Website and the content provided therein may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. Please note further that Deep-linking, embedding or using analogous technology is strictly prohibited. Unauthorized use of the Website and/or the materials contained on the Website may violate applicable copyright, trademark or other intellectual property laws or other laws.

You may not yourself, or through a third party –

use the Website for harmful, unlawful or illegal purposes, including, without limitation to:

impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications;

collect, harvest or otherwise obtain Personal Information, as this term is defined in the Promotion of Access to Information Act 2 of 2000, relating to other users;

create, store and/or send unsolicited commercial communications; or

conduct any fraudulent activity including any “pyramid scheme”, “ponzi scheme” or “chain letter”.

use any customer profile in a manner so as to

advertise or promote your or any third party's products or services; and/or

impersonate another person;

copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, distribute, lease, license, sub-license, encumber or in any other way deal with any portion of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

De compile, disassemble or reverse engineer any portion of the Website;

collect service listings, descriptions or other information displayed on the Website;

write and/or develop any derivative of the Website or any other software program based on the Website;

adapt, modify or enhance the Website. In the event of a user effecting any adaptation(s), modification(s) or enhancement(s) to the Website in breach of this clause, such adaptation(s), modification(s) and enhancement(s) hereby vest exclusively in JustPlay and such user hereby assigns all rights in and to, and waives any and all moral rights in and to, such adaptation(s), modification(s) and enhancement(s), which assignment JustPlay accepts;

without our 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;

remove any identification, trade mark, copyright or other notices from the Website and/or any personalised item, it being specifically recorded, acknowledged and agreed that trade marks proprietary to or licensed to us will automatically be incorporated in all customer profiles;

establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively “linking”), to the Website or any subsidiary pages;

use the Website and/or any personalised item to transfer files that contain viruses, Trojans, bombs, time-locks, phishing programmes or other harmful programmes; and/or
penetrate or attempt to penetrate the Website's security measures.

3.2 Our Rights

We may:

modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

Change these Terms and Conditions from time to time with or without notice to you, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change.

We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time.

You will not be eligible for any compensation should your use of any part of the Website be affected in anyway and or

because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

3.3 Cookie Tracking

The Website may use cookie and tracking technology from time to time depending on, but not limited to, the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology, unless and in the instance that you previously provided personally identifiable information, cookies may be tied to such information. By registering with Us, You therefore provide Your consent to share such information with third parties.

3.4 Third Party Links

In an attempt to provide increased value to Our users, We may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and further accept that We do not endorse and are not responsible or liable in anyway whatsoever, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including but without limitation to, any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources. The materials that can be accessed from linked sites are not maintained by us and we are not responsible for the contents thereof. Any reference to a linked site or any specific third party product or service by name does not constitute or imply its endorsement by us, and you assume all risk with respect to its use.

3.5 Monitoring and Security

We hold the right in our sole and absolute discretion, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Terms and Conditions or complaints and take any action that We may deem appropriate which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, and/or the removal of any materials from the Website.

Whilst we have taken reasonable measures to ensure the integrity of this Website and their contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, Trojans, time bombs, time-locks, phishing programmes or other harmful programs.

We does not undertake to actively monitor the uploading, reproduction, display, use, distribution or sharing by a user of his/her profile, for example on websites dedicated to discussion forums and/or blogs, nor do We have control over material posted on such discussion forums and/or blogs.

You acknowledge that because information is transmitted via the Internet, such information, irrespective of whether it constitutes personal information, may be susceptible to monitoring and interception. Accordingly, you are discouraged from transmitting to the Website any information that may be viewed as confidential and/or of a sensitive nature and you bear all the risk of transmitting information in this manner. Under no circumstances shall We be liable for any loss, harm, or damage suffered by you as a result thereof.

We hereby reserves the right to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications.

You may not utilise Website in any manner which may compromise the security of the Website in any manner whatsoever, which shall include without limitation, delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, which is expressly prohibited.

Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transaction Act 25 of 2005 (specifically sections 85 to 89 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by us and our affiliates, agents and/or partners

3.6 Law

The Terms and Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute.

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your access to and/or use of this Website, and/or use of your customer profile, or any part of these, and/or your posting of content and material (including text, files, images and photographs).

This Website is controlled, operated and administered by us from its offices within the Republic of South Africa. We make no representations that the content of the Website is appropriate or available for use in the locations or countries. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. You may not use this Website in violation of South African export laws and regulations. If you access this Website from

locations outside of South Africa, you are responsible for compliance with all local laws.

4. INTELLECTUAL PROPERTY

All content included on the Website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is Our property or the property of Our content suppliers and is protected by international copyright laws.

The compilation of all content on the Website is Our exclusive property and is protected by international copyright laws.

All software used on the Website is Our property or that of Our software suppliers and is protected by international copyright laws.

The trademarks, names, logos and service marks (collectively "Trademarks") displayed on the Website registered and unregistered Trademarks belong to Us. Nothing contained on the Website, except as expressly stated in the Terms and Conditions, shall be construed by you as the granting of any license or right to use any Trademark without Our prior written permission. All rights in and to the Content and Trademarks are reserved and retained by Us and/or Our content suppliers.

You further acknowledge that We and/or Our content suppliers are the proprietors of all the Content and Trademarks on the Website, whether it constitutes confidential information or not, and that the you hold no right, title or interest in any such material.

5. WARRANTIES

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, AND/ OR PRODUCTS INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

NEITHER US NOR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, OR OUR SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

You hereby unconditionally and irrevocably indemnify We, its affiliated companies, its officers, agents, directors and employees and agree to hold us free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us or instituted against us for infringement of any right, whether the claim or action arises from delict or contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by you of your rights or the fulfilment or breach by you of any of your obligations under these Terms or any other requirements that we may impose from time to time, including, without limitation, all loss, damages, claims and/or costs suffered or incurred by us or instituted against us as a direct or indirect result of your use of the Website, and such indemnity shall extend to the reasonable costs that may be incurred by us in defending any action instituted against it.

Your use of the Website and/or your customer profile is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. we do not accept liability that may arise in connection with your the uploading, reproduction, display, use, distribution or sharing by a user of his/her customer profile.

Neither us, nor our affiliates, shareholders, directors, 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 an action arising out of contract, statute, delict or otherwise) related to the access to and/or use of, or the inability to access or use, the Website, any personalised item and/or any linked website, the content thereof, any functionality thereof or information contained therein, even if we know or should reasonably

have known or is expressly advised thereof.

6. GENERAL

6.1 License

We grant you a limited license to access the Website. This license does not permit any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

6.2 Terms and policy updates

Please note it is Your responsibility to check the Website regularly to determine whether any changes have been made to the Terms and conditions and Your continued use of the Website will be deemed Your acceptance of the Terms and Conditions.

6.3 Submission of personal information

Through the use of Our Website You acknowledge that You submit all and/ or any of Your personal information willingly on Our Website and for the use of such information by Us.

6.4 Copyright

The Website or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our prior written consent.

6.5 Framing

You may not frame or utilize framing techniques to enclose any Trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to Us and our affiliates without Our prior written consent.

6.6 Notice

Except as explicitly stated otherwise, any notices shall be given by email to support@qlinejhb.co.za. 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.

Notice shall be deemed given 48 (forty eight) hours after email is sent, unless the sending party is notified that the email address is invalid.

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"

7. ABOUT US

Enquiries: info@gmtm.co.za

1. Official Company Name: TM Consultants

2. Company Website address and e-mail contact address: www.southafricanbirthcertificates.co.za
info@gmtm.co.za

3. Description of the main characteristics of the products or services offered by Us: Online lead generation. The collection of an individuals information, who has voluntarily given the information, for the specific purpose of being given a number of competitive quotes for a requested product.