

THINKMONEY (PTY) LTD T/A DATA INC. TECHNOLOGIES ("Data Inc") WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1 These are the Website Terms and Conditions of Use ("Terms") relating to the website provided by Thinkmoney (Pty) Ltd t/a Data Inc Technologies (Registration Number: 2004/029728/07 and Financial Service Provider Number: 41999) ("the Provider") and located through the Data Inc URL <https://www.datainc.tech/>. These terms govern your ("the User/s") use and access to the Data Inc's website, its Facebook page, as well as the services provided as part of the Data Inc Google suite, (<https://autogeneral.thinkmoney.co.za/>) and/or related subdomains ("the Data Inc Website").
- 1.2 The Provider is a registered Financial Services Provider with Financial Service Provider Number: 41999 as well as a registered Credit Provider, under NCRCP 4968. By accessing and using the Data Inc Website, and in particular, indicating your acceptance of the terms by clicking on the "**I accept these terms**" button as provided for on the Data Inc Website, the User agrees to be bound by the Terms as set out in this document. The content of, and which is available on this Website is proprietary to the Provider and/or otherwise utilized in terms of a written license agreement entered into between the Provider and the proprietor of such content. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the Data Inc Website for any purposes other than as provided for in these Terms without the prior consent of the Provider, or the individuals to whom any relevant Personal Information relates.
- 1.3 If you do not agree with the Terms as set out herein or any aspect hereof, then we recommend that you DO NOT access or use the Data Inc Website, Facebook page or the related services provided as part of the Data Inc Google suite.

2. DEFINITIONS

- 2.1 The headnotes to the clauses of these Terms are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify these Terms nor any clause hereof.
- 2.2 Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
 - 2.2.1. **Applicable Laws**
Means all applicable laws, regulations, regulatory requirements, and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
 - 2.2.2. **Cookies**
Means small text files that store Non-personally Identifiable Information about Users, either temporarily in connection with a User's Internet Protocol (IP) address (known as a temporary or session cookie, and deleted once a User closes their browser window) or more permanently on the hard drive of a User's Device (known as a permanent or persistent cookie).

2.2.3. Data Inc Website

Shall mean the landing page when accessing the Data Inc URL from where Users may access the Products and Services.

2.2.4. Data Inc URL

Means the unique link used to access the Data Inc Website which link in this regard means: <https://www.datainc.tech/>

2.2.5. Device

Shall mean the Device used by the User to access the Website, such as a desktop computer, laptop, smart phone, tablet or similar device.

2.2.6. Intellectual Property

Shall mean all Intellectual Property subsisting in, pertaining to or used on, through or by means of the Data Inc Website, including, without limitation, documents, designs, Trade Marks, service marks, data, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any documents, logos, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above.

2.2.7. Non-personally Identifiable Information/Data

Means any information/data which cannot be linked to Users, such as an internet domain name, the type of web browser used by a User, the type of operating system relied on by a User, the date and time of a User's visit to the Data Inc Website, the specific pages a User may have visited, and the address of the website which a User may have visited prior to entering or gaining access to the Data Inc Website.

2.2.8. Personal Information

Means information relating to any User, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of a User/s; (ii) information relating to the education or the medical, financial, criminal or employment history of a User; (iii) information relating to the financial affairs of a User ; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number, VAT registration number or other particular assignment to a User; (vi) correspondence sent by a User that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) or opinions of another individual views about a User; (viii) the name of a User if it appears with other Personal Information relating to a User or if the disclosure of the name itself would reveal information about a User; and (ix) any other information which may be treated or defined as "Personal Information" in terms of any Applicable Laws.

2.2.9. POPIA

Shall mean the Protection of Personal Information Act, 3 of 2013.

2.2.10. Privacy Policy

Means the Provider's Privacy Policy that may be accessed on the Data Inc Website which is

supplementary and complimentary to these Terms, and which provisions are read into these Terms as if specifically incorporated herein.

2.2.11. Processing

Shall mean any automated or manual activity of collecting, recording, organizing, storing, updating, distributing and removing or deleting Personal Information.

2.2.12. Products and Services

Shall mean the various services provided by Data Inc to its User(s) the particulars of which are clearly set forth on the Data Inc Website from time to time.

2.2.13. Retailer(s)

Shall mean any one of the selected Retailers that have been contracted by the Provider to render specific Products and/or Services to Data Inc, and its Users, the details of which can be obtained on the Data Inc Website;

2.2.14. Trademarks

Shall mean all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilized by the Provider in facilitating the User's use of the Data Inc Website and its Products and Services.

2.2.15. User(s)

Shall mean any person visiting or viewing the Data Inc Website.

2.3. Unless inconsistent with the context or save where the contrary is expressly indicated:

2.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause, effect shall be given to it as if it were a substantive provision of these Terms;

2.3.2. any reference in these Terms to an enactment is to that enactment as at the effective date and as amended or re-enacted from time to time; and

2.3.3. any reference in these Terms to terms or any other terms and conditions or document shall be construed as a reference to these Terms or, as the case may be, such other terms and conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented.

2.4. Unless inconsistent with the context, an expression which denotes:

2.4.1. any one gender includes the other genders; and

2.4.2. the singular includes the plural and *vice versa*.

2.5. Where any term is defined within the context of any particular clause in these Terms, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms, notwithstanding that that term has not been defined in this clause.

- 2.6. The expiration or termination of these Terms shall not affect such of the provisions of these Terms which expressly provide that they will 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.

3. CONTRACTUAL CAPACITY TO ACT

The User warrants that he/she/it is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms. Where the User acts on behalf of another person, the User warrants that he/she has the necessary authority and capacity to enter and bind such person to these Terms.

4. MODIFICATIONS

The Provider reserves the rights to modify or amend these Terms at any given time and will notify the User of any significant changes by uploading revised Terms to the Data Inc Website and sending a notification on the said Website that the Terms have been amended.

5. ELECTRONIC COMMUNICATIONS

- 5.1. By using this Website or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by mobile text message (SMS) and or e-mail to the e-mail address or mobile telephone number provided by the User, whichever may be applicable, and it constitutes proper notice to the User.
- 5.2. The User also accepts that when visiting the Data Inc Website or by communicating with Data Inc electronically, Data Inc may communicate with the User using various electronic channels. All records that a User sends to Data Inc may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records unless the User can prove otherwise.

6. SERVICES PROVIDED AND CONDITIONS OF ACCESS

- 6.1. The Data Inc Website offers various services, including, but without limitation, the provision of information pertaining to life insurance, funeral cover, educational products, credit products, cell phone deals, and related services ("the Services"). Under certain circumstances, the Provider may also afford the User an opportunity to conclude commercial transactions with various third parties who either use the Data Inc Website or market their products and/or services through the Data Inc Website. The use of any product or service bought or subscribed for through the use of the Website, is at the User's own risk.
- 6.2. If a User uses the Data Inc Website, the User is obliged to keep his/her/its details (including, his/her/its name and mobile number) confidential.

The User expressly acknowledges and agrees that the following actions shall be material

breaches of these Terms:

- 6.3.1. engaging with the Provider on or through the Website by pretending to be another person;
- 6.3.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- 6.3.3. using the Products and Services in a way that is intended to harm, or could result in harm, to the User or to other users of the Data Inc Website; or
- 6.3.4. gathering information and specifically Personal Information about others without obtaining their prior written consent.

7. PERSONAL INFORMATION

7.1. The User shall make available and consents to the Processing of the following Personal Information by the Provider:

- 7.1.1. e-mail address;
- 7.1.2. name and surname;
- 7.1.3. IP address;
- 7.1.4. telephone number; and
- 7.1.5. opinions and preferences

("the Personal Information")

7.2. The User agrees that the Provider may Process the User's Personal Information for all purposes that relate to the Data Inc Website and the products and/or services offered through the Website ("the Products and Services") from time to time by third party Retailers . In order to do so, the User acknowledges that the Provider is required to find out exactly what the User needs or wants.

7.3. The User does have the right to object to the Processing of their Personal Information and it is voluntary to accept these Terms. However, the Provider does require the User's acceptance to enable the User to use the Data Inc Website, and to provide the Products and Services, which may include providing the User with a quotation for the Products and Services.

7.4. Personal Information will be Processed by the Provider, pursuant to and for the purposes as set forth in the Provider's Privacy Policy, which may include, but not be limited to the following purposes:

- 7.4.1. verifying the identity of the User;
- 7.4.2. transmitting and receiving necessary correspondence to the User in relation to the Products and Services accessed, used, or purchased by the User through, or by means of the Data Inc Website;
- 7.4.3. to transfer the User's Personal Information to third parties with whom the Provider is affiliated or with who the Provider has an agreement;
- 7.4.4. facilitating the delivery of the Products and Services or the products or services accessed, used or purchased by the User through, or by means of the Data Inc Website;

- 7.4.5. generally rendering the Services;
- 7.4.6. transmitting marketing material to the User in respect of any third party Products and Services marketed by the Provider through or by means of the Data Inc Website or any other website and/or marketing channel, specifically SMS marketing channels, which the Provider may deploy from time to time;
- 7.4.7. to monitor and analyse the User's conduct in respect of the Products and Services;
- 7.4.8. for compliance and risk purposes;
- 7.4.9. to analyse the Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send the User marketing and promotional material which the Provider believes may, based on the Provider's Processing of the User's Personal Information and in its sole discretion, be relevant to the User in future or enhance the User's use of the Products and Services provided on, through, or by means of the Data Inc Website or any other website and/or marketing channel, specifically SMS marketing channels, deployed by the Provider from time to time;
- 7.4.10. to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new products and services, to improve the nature of the Products and Services being provided to the User by the Provider or to on-sell such Personal Information to third parties for commercial or non-commercial means;
- 7.4.11. to aggregate and/or de-identify the User's Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such de-identified Personal Information to third parties for commercial or non-commercial means.
- 7.5. The User expressly agrees and acknowledges that any failure by the User to submit the requisite Personal Information may render the Provider unable to deliver the Products and Services and should this arise, the User hereby indemnifies and holds the Provider harmless against any loss or damage which the User may suffer as a result of the Provider's inability to render or deliver the Products and Services.
- 7.6. The User acknowledges that through the use of the Data Inc Website or the Products and Services, which may include completing online application forms or contacting the Provider electronically, the Provider will in effect be Processing the User's Personal Information.
- 7.7. The User acknowledges that he/she understands that (where applicable) when the User includes the Personal Information of their spouse and dependents on the Data Inc Website, the Provider will Process such Personal Information in line with not only these Terms, but the provisions of the Provider's Privacy Policy.
- 7.8. In such an event contemplated in clause 7.7 above, the User warrants that they have the required consent to furnish the Provider with such Personal Information.

8. SECURITY SAFEGUARDS

- 8.1. The Provider shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of the Personal Information in its possession, in order to guard against:
 - 8.1.1. loss of, damage to, or unauthorised destruction of Personal Information; and
 - 8.1.2. unlawful access to or Processing of Personal Information.
- 8.2. The Provider shall not however be held responsible and the User agrees to indemnify and hold harmless the Provider for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the Data Inc Website or access the Products and Services), which may arise as a result (without limitation) of the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

9. THIRD PARTY PRODUCTS AND SERVICES

- 9.1. At the Provider's discretion, it may include references to or facilitate access to products offered or services rendered by third parties and provide links to the sites of third parties. These third-party service providers and their sites have separate and independent terms and conditions and privacy policies applicable to their products, services, and respective sites. The Provider shall bear no responsibility or liability for the products offered or services rendered by such third parties or the content and services provided through or by means of their respective websites.
- 9.2. The Provider makes no warranties or representations whatsoever regarding the products offered or services rendered by any third party or the content or activities of such third party websites, which may be accessed or used through or by means of the Provider's Website and/or its associated Services.
- 9.3. The User acknowledges that the Provider merely facilitates the User's access to such third party's products, services, and/or website and does not itself offer the products or render the services of such third party to the User.
- 9.4. The User acknowledges that neither the Provider, nor its directors, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of or the website of a third party, as well as any functionality of the said website and the products offered or services rendered through or by means of the said website, or of any linked website, even if Provider is expressly advised thereof.

10. UPDATING OF THESE TERMS AND CONDITIONS

The Provider reserves the right to change, modify, add or remove from portions or the whole of these Terms from time to time. Changes to these Terms will become effective upon such changes being posted to this Data Inc Website. It is the User's obligation to periodically check these Terms on the Data Inc Website for changes or updates. The User's continued use of this Data Inc Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms including such changes or updates.

11. LIMITATION OF LIABILITY

- 11.1. The Data Inc Website and all content on this Website, including any current or future offer of Products and Services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Provider makes no warranty or representation as to the availability,

accuracy, or completeness of the content. Neither the Provider, its directors, members, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Data Inc Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

- 11.2. The Provider is not responsible for any losses, damages, or liabilities incurred by Users when using the Data Inc Website.
- 11.3. Neither the User nor any other person shall have any claim against the Provider for any direct, consequential, incidental, indirect, or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data, or other pecuniary loss, arising from the unavailability of the Products and Services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if the Provider was negligent.
- 11.4. The Provider, therefore, does not guarantee that (i) the Website; (ii) the information, content, tools or materials included on the Website; (iii) the Provider's servers; or (iv) that any electronic communications sent by the Provider will be free from viruses or other harmful components. The Provider will not be liable for any damages of any kind arising from your use of the Website, the Services, or from any information, content, tools, or materials included on or otherwise made available to the User through the Website, including for direct, incidental, punitive and/or consequential damages.
- 11.5. Although the Provider is committed to providing Users with the best possible Service, the Provider shall not be responsible for:
 - 11.5.1. incorrect and inaccurate transcription of information;
 - 11.5.2. technical malfunction;
 - 11.5.3. many actions or omissions by the User that result in a breach of the provisions of these Terms;
 - 11.5.4. any links to other websites from the Data Inc Website. The User also acknowledges that the Provider cannot control the content of or the products offered on any third party websites;
 - 11.5.5. a denial of access to the Data Inc Website or the Products and Services, should the Provider believe or have reason to believe that the User is conducting activities that are illegal, abusive, would attack the integrity of the Data Inc Website or put the Provider in disrepute;
 - 11.5.6. the User's reliance on any of the Services and Products, information, content, tools, or materials;
 - 11.5.7. lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network or computer equipment or software; and/or
 - 11.5.8. the inability to access the Data Inc Website or online services or any other error.

12. CASUAL SURFING

- 12.1. Users of the Data Inc Website have the option to engage in casual surfing without the need to disclose Personal information. During such instances, the Data Inc Website servers will collect the IP address of the User's computer or Device, excluding email addresses or any other personally distinguishing information. The purpose of this data collection is to compile aggregated statistics regarding the Data Inc Website usage, including the number of visits, average time spent on the Data Inc Website, and the pages viewed. Data Inc utilizes this data to evaluate the Data Inc Website usage patterns and to enhance its content. It is important to note that Data Inc does not assume any obligation to safeguard this information and retains the right to Process such data without limitations.
- 12.2. **User Privacy and Anonymity:** During casual surfing, Users are not required to divulge any Personal Information, preserving their anonymity. The sole information collected pertains to the User's Device and usage patterns.
- 12.3. **Usage Statistics:** The information gathered during casual surfing is used to generate valuable statistics that provide insights into how the Data Inc Website is used. This data helps Data Inc to make informed decisions to enhance the Data Inc Website's content and User experience.

13. GOVERNING LAW

- 13.1. The Data Inc Website is controlled, operated, and administered by the Provider within the Republic of South Africa. Access to the Data Inc Website from territories or countries where the use of the Products and Services provided through the Website is illegal, is prohibited.
- 13.2. The User may not use the Data Inc Website in violation of South African export laws and regulations. If the User accesses this Data Inc Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of any High Court with jurisdiction for purposes of resolving any dispute in connection with the use of this Data Inc Website. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. These Terms constitute the entire agreement between the Provider and the User with regard to the use of the Products and Services, information, content, tools and, or materials made available to the User through the Data Inc Website.

14. INDEMNITY AND CONDITIONS

- 14.1. Although Data Inc will do everything reasonably within its power to ensure that the Data Inc Website will be operational, the User accepts that Data Inc may not be in control of all the circumstances surrounding the Products and Services associated with the use of the Data Inc Website.
- 14.2. Data Inc shall not be held liable for any direct or indirect damages or losses suffered as a result of any incorrect, inaccurate or late provision of any of the Products and Services in the event that the Data Inc Website may be temporarily unavailable or dysfunctional.

- 14.3. Data Inc shall not be liable for any direct or indirect damages or losses suffered by the User any person represented by the User, as a result of any negligence on the part of Data Inc, any of its agents, service providers, retailers or representatives in the rendering of the Products and Services through the Data Inc Website.

15. USE OF THE DATA INC WEBSITE AND THE SERVICES

- 15.1. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Data Inc Website's contents without Data Inc's prior written consent.
- 15.2. The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Data Inc Website without the prior written consent of Data Inc.
- 15.3. Data Inc reserves the right to make any changes or modification, as well as discontinue any aspect of the Data Inc Website, its content or the Services offered by or through the Data Inc Website at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any compensation or give rise to any liability whatsoever.
- 15.4. The User agrees that it will only use the Data Inc Website in accordance with these Terms including any terms and conditions incorporated herein by reference.
- 15.5. The display of content via the Data Inc Website may differ depending on the Device the User is using to access the Data Inc Website or the Services.
- 15.6. Any and all content published on the Data Inc Website reflects the views of the author and does not necessarily constitute the official opinion of Data Inc unless stated otherwise.
- 15.7. The User may not post content on the Data Inc Website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language.
- 15.8. Data Inc reserves the right to occasionally restrict User's access and/or use of the Data Inc Website and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. Data Inc does, however, endeavor to keep any disruption in the use of the Data Inc Website to a minimum.
- 15.9. The User agrees not to:
- 15.9.1. use the Data Inc Website or the Services to Process Personal Information of third parties, however should this be the case, for instance when a User refers third parties to Data Inc such User warrants that he/she/they have procured the required consent from such third party to do so;
 - 15.9.2. violate the privacy of any person in order to, or attempt to, gain unauthorised access to the Data Inc Website and/or the Services through the Data Inc Website, including, but without limitation through hacking, password mining, or any other means;
 - 15.9.3. use the Data Inc Website or the Services to engage in any illegal or unlawful activity;

- 15.9.4. employ automated electronic or mechanical Processes designed to negatively affect the performance of the Data Inc Website, and Data Inc's provision of the Data Inc Website and the Services;
 - 15.9.5. utilise the Data Inc Website in a manner which disrupts the normal operations of Data Inc;
 - 15.9.6. attempt to gain unauthorised access to Data Inc's programming, coding or infrastructure; or
 - 15.9.7. circumvent, disable or otherwise interfere with security related features of Data Inc Website or features that prevent or restrict the use or enforce limitations on the use of the Data Inc Website.
- 15.10. Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms, the Provider shall be entitled, without prejudice to any other rights it may have and without prior notice to the User:
- 15.10.1. suspend the User's access to the Data Inc Website and/or the Services;
 - 15.10.2. restrict or limit the use of the Data Inc Website; and/or
 - 15.10.3. terminate this agreement and recover all costs incurred by the Provider, including, but without limitation, legal costs on an attorney and own client basis.

16. INTELLECTUAL PROPERTY

- 16.1. The User acknowledges that the Data Inc Website, inclusive of its content, graphics, user interface and the underlying scripts and software used to provide the Data Inc Website, constitute Intellectual Property owned by the Provider and /or its licensors safeguarded by applicable Intellectual Property laws.
- 16.2. The User agrees to utilize such Intellectual Property exclusively for personal, non-commercial purposes in adherence to these Terms. Under no circumstances shall any part of the Data Inc Website's Intellectual Property be transferred or reproduced except as expressly permitted by these Terms. The User commits not to modify, rent, loan, sell, share, distribute, or exploit the Data Inc Website and its related Intellectual Property beyond the expressly authorized uses outlined in these Terms.

17. COPYRIGHT

- 17.1. All content made available on the Data Inc Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to the Provider, or is alternatively used pursuant to a licensing agreement concluded between the Provider and the third party proprietor of such content.
- 17.2. Any unauthorised use, alteration, or dissemination of the information or content published on the Data Inc Website is strictly prohibited.
- 17.3. The User expressly acknowledges that no content or information displayed on the Data Inc Website may be regarded or construed as granting any license or right to any third party, including the User, to use any trademark without the Provider's prior written consent and approval.

- 17.4. Although the Provider has deployed reasonable technical and organisational measures to protect the information on the Website from time to time, the User acknowledges that the Provider cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Data Inc Website.

18. COOKIES

- 18.1. When providing the Services, Data Inc seeks to make the User's access to such Services easy, useful and reliable. This sometimes involves placing small amounts of information on the User's device. These are called "Cookies". These Cookies cannot be used to identify the User personally and are used to improve Services for the User.
- 18.2. The Data Inc Website uses Cookies that are essential in order to enable the User to move around the Data Inc Website and use its features when accessing the Services. Without these Cookies, Data Inc would be unable to provide the Services. Data Inc also uses Google Analytics cookies to collect information about how Users use the Data Inc Website and to help Data Inc ensure it is tailored to the User's needs and interests. These Cookies only collect information in an anonymous form, including the number of the Data Inc Website visitors and the pages visited. No Personal Information is collected or stored by Data Inc when using Cookies.
- 18.3. During the course of any visit to the Data Inc Website, the pages the User sees, along with a Cookie, are downloaded to the User's device. Any information that is supplied by Cookies can help Data Inc to provide the User with a better Service and assists Data Inc in analysing the profile(s) of Users.
- 18.4. Most web browsers automatically accept Cookies, but normally the User can alter their browser settings to prevent automatic acceptance. If the User opt not to receive Data Inc's Cookies, Data Inc cannot guarantee that the User's experience in respect of the Data Inc Website will be as quick or responsive as what it would be if the User receives Cookies.
- 18.5. Data Inc does not store passwords or any other information about a User in a Cookie that could identify them, their location, their preferences or their financial activity.
- 18.6. Users can use their web browser to control their Cookie settings. The following links will take the User to the appropriate site for most used browsers and / or provide the information you need to know to control Cookies:
- [Internet Explorer cookies information](#)
 - [Chrome cookies information](#)
 - [Firefox cookies information](#)
 - [Safari cookies information](#)
 - [Opera cookies information](#)

19. COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, ACT 25 OF 2002

19.1. In compliance with section 43 of the Electronic Communications and Transactions Act, 2002, the Provider draws your attention to the following information relating to it:

19.1.1. Full name and legal status:

Thinkmoney (Pty) Ltd t/a Data Inc. Technologies

19.1.2. Physical address and telephone number:

Block D Willow Wood Office Park
Broadacres
Johannesburg0174

19.1.3. Website address and e-mail address:

<https://datainc.tech/>
E-mail: accounts@datainc.tech

19.1.4. The registration number, the names of its office bearers, and its place of registration:

(Registration Number: 2004/029728/07)
Gottfried Rautenbach

19.1.5. The physical address where the Provider will receive legal service of documents:

2nd Floor
1 Melrose BoulevardMelrose
Arch
2196
E-mail: accounts@datainc.tech

19.1.6. A sufficient description of the main characteristics of the Services offeredby the Provider:

The Provider is a private company registered in terms of the company laws of the Republic of South Africa and conducts the business of lead generation. The Data Inc Website is deployed by the Provider to offer various services, including, but without limitation, the provision of consumer information, products, services, promotional material, commercial, financial services, and product, as well as providing the interface between the Provider, the User and third parties in order to enable or afford the User to access such relevant products, services, content, tools or materials being offered, marketed, sold to, or subscribed to by, the User through or by means of the Website ("the Services").

19.1.7. The security procedures and privacy policy of the Provider in respect of Processing personal information:

All Personal Information Processed by the Provider in accordance with the provisions of the Provider's Privacy Policy.