

## **Terms and Conditions for Referit (PTY) LTD t/a Referite and its associated websites ([www.referite.co.za](http://www.referite.co.za) / [www.referite.com](http://www.referite.com) / [www.referit.co.za](http://www.referit.co.za))**

If you require any more information or have any questions about our Terms and Conditions, please feel free to contact us by email at [info@referite.co.za](mailto:info@referite.co.za).

### **Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 [eighteen] years of age to use this website. By using this website and by agreeing to these terms and conditions, you warrant and represent that you are at least 18 years of age.

### **The referral and redemption of the referral fee**

All personal information submitted to Referite can only be done so with the consent of the person whose details are being shared.

The information shared will then be transmitted by Referite to the product or service provider being referred to.

All personal Information (as defined in Act 4 of 2013: Protection of Personal Information Act) is to be valued and treated with the required sensitivity and used only for the purpose that it was consented for.

A successful referral is defined as a successfully concluded transaction between the referred individual and the respective product or service provider, this excludes any transactions concluded with existing clients of the product or service provider.

Referite will provide an update on the outcome of each referral along with a statement of account reflecting referral fees due to the Referrer within 7-days of receipt of the referral fees from the product or service provider. The referral fee and payment timelines are more specifically outlined on the deal/submission page.

Where a referral is introduced by multiple Referrers, preference will be given to the first Referrer.

Referite reserves the right to withhold referral fee where the referral was submitted without the consent of the person referred

The referral fee can be redeemed via direct deposit into your bank account or through the FNB E-wallet system.

Payments are processed at the end of the month in which the referral fee is earned from the product or service provider. Early withdrawals carry a cost equal to 10% of the account balance.

When the referral fee redemption request is submitted it remains the Referrer's responsibility to ensure that the banking details are correct. Referite cannot be held responsible for payments made into incorrectly provided bank accounts.

### **Personal Information**

**Own information** – During the registration or referral submission process we may ask you for specific personal information which we will in turn use to communicate referral status updates and conduct surveys with. We retain the right to provide your name and surname in relation to the referral submission to the relevant product or service provider in order to comply with legislation that requires them to be able to disclose the source of the referral to the person being referred. We further retain the right to provide such information to our affiliates, subsidiaries, or trusted service providers for the purpose of hosting our servers or processing or archiving personal information for us. We require that these parties agree to privacy and security safeguards for this information that are consistent with our privacy policy.

**Third party information** – During the referral submission process we may ask you for specific personal third party information which we will submit to the relevant product or service provider, communicate referral status updates and conduct surveys with. In order to comply with legislation you are required to obtain consent from the individual being referred for their information to be shared with Referite and the respective product or service provider prior to submitting their details. Upon your submission of the referral we retain the right to provide such information to our affiliates, subsidiaries, or trusted service providers for the purpose of hosting our servers or processing or archiving personal information for us. We require that these parties agree to privacy and security safeguards for this information that are consistent with our privacy policy.

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### **Disclaimer**

Although a concerted effort is made to only partner with reputable and upstanding product and service providers Referite cannot be held responsible for the content, quality, integrity, performance or any other aspect of the product or service purchased through this referral service.

All statistics, representations, claims displayed on this website are received from the product or service and should therefore be verified directly with the product or service provider.

Referite reserves the right to verify referral/Referrer information.

### **License to use website**

Unless otherwise stated, Referite and/or its licensors own the intellectual property rights published on this website and materials used on Referite. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, files or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- Republish material from this website in neither print nor digital media or documents (including republication on another website);
- Sell, rent or sub-license material from the website;
- Show any material from the website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- Edit or otherwise modify any material on the website;
- Redistribute material from this website - except for content specifically and expressly made available for redistribution; or
- Republish or reproduce any part of this website through the use of iframes or screen scrapers.

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of Referite or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website without Referite's express written consent.

This includes:

- scraping
- data mining
- data extraction
- data harvesting
- 'framing' (iframes)
- Article 'Spinning'

You must not use this website or any part of it to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the express written consent of Referite.

**Restricted access**

Access to certain areas of this website is restricted. Referite reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. Referite may change or modify this policy without notice.

If Referite provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security.

Referite may disable your user ID and password at Referite's sole discretion without notice or explanation.

**User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Referite a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Referite the right to sublicense these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Referite or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Referite reserves the right to edit or remove any material submitted to this website, or stored on the servers of Referite, or hosted or published upon this website.

Referite's rights under these terms and conditions in relation to user content, Referite does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

**No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Referite makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Referite does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

**Limitations of liability**

Referite will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Referite has been expressly advised of the potential loss.

**Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the liability of Referite (PTY) LTD in respect of any:

- death or personal injury caused by the negligence of Referite or its agents, employees or shareholders/owners;
- fraud or fraudulent misrepresentation on the part of Referite; or
- matter which it would be illegal or unlawful for Referite to exclude or limit, or to attempt or purport to exclude or limit, its liability.

**Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

**Other parties**

You accept that, as a limited liability entity, Referite has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Referite's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Referite's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Referite.

#### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### **Indemnity**

You hereby indemnify Referite and undertake to keep Referite indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Referite to a third party in settlement of a claim or dispute on the advice of Referite's legal advisers) incurred or suffered by Referite arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### **Breaches of these terms and conditions**

Without prejudice to Referite's other rights under these terms and conditions, if you breach these terms and conditions in any way, Referite may take such action as Referite deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### **Variation**

Referite may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### **Assignment**

Referite may transfer, sub-contract or otherwise deal with Referite's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **Entire agreement**

These terms and conditions, together with Referite's Privacy Policy constitute the entire agreement between you and Referite in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of Republic Of South Africa, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Republic Of South Africa.

#### **About these website Terms and Conditions**

We created these website terms and conditions using the TOS/T&C generator available from [Privacy Policy Online](#).

#### **Referite's details**

The full name of Referite is Referit (PTY) LTD t/a Referite

Referite is registered in Republic Of South Africa under registration number 2015/003139/07.

Referite's registered address is 15 Loncroft, Concourse Crescent, Lonehill, 2192

The websites associated with Referite are [www.referite.co.za](http://www.referite.co.za) / [www.referite.com](http://www.referite.com) / [www.referit.co.za](http://www.referit.co.za)

You can contact Referite by email on [info@referite.co.za](mailto:info@referite.co.za) or on 074 674 0611