



HINTERLAND SA (PTY) LTD TRADING AS AGRINET

REGISTRATION NUMBER: 1984/008258/07

111 Sterling Road, Samrand,  
Private Bag X165,  
Centurion, 0046  
Tel: (012) 657 2041  
charmainevz@agrinet.co.za  
[www.agrinet.co.za](http://www.agrinet.co.za)

## CREDIT ACCOUNT APPLICATION

Please attach the following:

- ID Document
- Company Registration Form
- VAT Certificate
- If part of the following groups please attached copy of confirmation membership letter (BUCO, ESSENTIAL, EST, DIY, MICA)

Are you a pure online retailer?

Yes  No

Please note that this contract will not be accepted if all pages are not initialed.

Representative

Name & Surname:	
Code:	

For company official use:

Recommended by:	
Approved by:	

**TO BE COMPLETED BY APPLICANT (PLEASE PRINT):**

**NB: OPENING OF AN ACCOUNT IS SUBJECTED TO RECEIPT OF THE ORIGINAL APPLICATION AND CREDIT INSURANCE APPROVAL.**

1. (a) REGISTERED NAME: .....
- (b) TRADING AS: .....
- (c) VAT NUMBER: .....

2. TYPE OF ENTERPRISE:

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> PUBLIC COMPANY    | <input type="checkbox"/> PRIVATE COMPANY | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> CLOSE CORPORATION | <input type="checkbox"/> TRUST*          | <input type="checkbox"/> SOLE OWNER* |

3. (a) REGISTRATION NUMBER: .....(b) REGISTRATION DATE: .....

4. (a) POSTAL ADDRESS: .....(b) DELIVERY ADDRESS: (Street name and number)

.....

.....

POSTAL CODE:.....TOWN/CITY:.....PROVINCE: .....

5. CONTACT DETAILS:

	ACCOUNTS	BUYER
Name & Surname		
Phone		
Cell		
Fax		
E-mail		

6. BUSINESS PREMISES: OWNED RENTED
7. LANGUAGE PREFERENCE:  AFRIKAANS  ENGLISH
- 
8. HAVE YOU PREVIOUSLY APPLIED FOR AN ACCOUNT WITH AGRINET?  YES  NO
- IF SO, UNDER WHICH NAME? .....

9. SPECIFY CREDIT FACILITY REQUIRED: R.....  
(i.e. Monthly purchase x 2)

10. BACK ORDERS ALLOWED?  YES  NO

11. NAME OF BANK: .....

BRANCH:..... TEL NO.: .....

ACCOUNT NUMBER:.....

NAME OF ACCOUNT HOLDER: .....

12. TRADE REFERENCES (only current accounts):

Name, Surname and address	Telephone number	Date purchased	Outstanding balance
1.			
2.			
3.			

13. NAME OF EXTERNAL AUDITORS: .....

14. DIRECTORS, PARTNERS, MEMBERS:

Name and Surname	Designation	Address	Telephone number
1.			
2.			
3.			
4.			
5.			

**A34 GENERAL CONDITIONS OF SALE AND CREDIT TERMS**

The following conditions apply to each, and every transaction of whatsoever nature concluded between the Purchaser and Hinterland SA "the Company"). In this document the "Purchaser "can also mean the "Debtor".

**1. TERMS OF PAYMENT**

The Purchaser undertakes to make all payments to the Company free of bank charges at its address within 30 [thirty] days from the date of the monthly statement. Interest equal to current Prime Interest rate as charged by the Company's bankers to the Company plus two percentage points will be charged on all late payments calculated from the due date of such payment until date of receipt of the arrear payment by the company. No discount other than that recorded on the invoice shall apply.

**2. CONCESSION**

The waiver of any payment or the granting of any concession or condonation of any breach of the terms and conditions hereof or any action which can be construed as being a remission, pardon, waiver or concession by the Company must under no circumstances be regarded as a waiver by the Company of any of its rights inter alia to claim interest in respect of any transaction or be regarded as a renewal of debt.

**3. PRICE, PRICE INCREASES AND OTHER CHARGES**

3.1 Price lists and catalogues issued by the Company from time to time are for information purposes only and are subject to alterations without further notice. Subject to paragraph 5 below these price lists and catalogues are under no circumstances part of any Agreement between the Company and a Customer

or between the Agent and a Purchaser, whether orally or in writing. Goods will be invoiced at the current prices applicable at the date of execution of any order.

3.2 All price increases that arise between the date of an order or the submission of a quotation and the date of delivery due to:-

- 3.2.1. a rise in labor costs or costs of material;
- 3.2.2. adverse fluctuation of exchange rates;

3.2.3 increase in shipping, port and/or rail tariffs, and/or sales or other taxes.

are for the account of the Purchaser and payable on demand.

3.3 The quotation does not include any taxes of whatsoever nature unless same has specifically been specified and set out in the said quotation.

3.4. The Purchaser and the Company hereby record that a quotation does not provide for any unforeseen costs or charges incurred on behalf of the

Purchaser by the Company and that such unforeseen costs are at all times for the account of the Purchaser.

**4. LIABILITY UNDER GUARANTEE**

4.1. The liability of the Company in respect of goods sold under Guarantee is restricted to the terms and conditions of the Company's written guarantee in respect of those goods, with which the Purchaser declares himself of itself,

fully acquainted. The Company is not liable in respect of anything or any eventuality not expressly provided for in such written guarantee.

4.2. The Purchaser acknowledges that the Company did not give any warranties other than in contained in the Company's written guarantee in respect of the goods, its quality or condition, or its usability or applicability in respect of the purpose for which it was bought.

**5. INDEMNITY**

5.1 The Purchaser shall indemnify and hold harmless the Company, its directors and employees against and from all claims, damages, liabilities, losses and expenses [including any claims against the Company or its personnel for consequential damages] as well as any legal fees and expenses on an attorney and own client scale that the Company may incur in respect of..

5.1.1 Bodily injury, sickness disease or death of any person whatsoever arising out of or in the course of or by reason of goods or product defects, failures or inadequacies of whatsoever nature or kind.

5.1.2 Damage to or loss of any property, real or personal to the extent that such damage or loss arises out of or in the course of or by reason of goods or product defects, failures or inadequacies of whatsoever nature or kind.

The Company expressly excludes all warranties, express or implied, including without limitation the implied warranty of merchantability and the implied warranty of fitness for purpose.

**6. SPECIAL CONDITIONS**

Where any special conditions apply to specific goods, such special conditions will be reflected in the Company's price lists and catalogues and those goods are sold

subject to those special conditions.

**7. DELIVERY OF GOODS**

7.1. The Company will do everything in its power to deliver goods timeously but will not be liable for any losses or damages, financial or otherwise, suffered by the Purchaser as a result of any delay in delivery of the goods or unavailability thereof.

- 7.2. Possession in respect of the goods purchased, will pass to the Purchaser on the moment of delivery thereof by the Seller at the address indicated by the Purchaser, provided that in the event of the goods being shipped through the utilization of any transport not owed by the Company, for example Transnet, public and private transport, etc. the owner of such transport will be deemed to act as Agent for the Purchaser and possession of the goods will pass to the purchaser on delivery thereof to the agent.
- 7.3. The risk of profit and loss in respect of goods purchased pass to the Purchaser on taking possession thereof from which moment the Purchaser is liable for any damages to or losses in respect of the goods.

**8. PROPERTYRIGHTS**

- 8.1. Notwithstanding delivery of the goods to the Purchaser, the Company retains ownership of the goods purchased in terms of any transaction until the full purchase price, additional finance charges or any other amounts payable in terms hereof, are paid in full.
- 8.2. The entire risk of loss, damages or otherwise of the goods passes to the Purchaser on delivery to the Purchaser and/or his Agent and all charges in respect of delivery and installation of the goods and insurance in transit are payable and must be paid by the Purchaser.

**9. RE-CONSIGNMENTANDCLAIMS**

- 9.1. The Company reserves the right to refuse acceptance of any returned goods of whatsoever nature:
- 9.1.1. in the absence of any agreement made to that effect.
- 9.1.2. in the case of goods carrying an expiry date and the Company agreed to accept return thereof if such goods do not reach the Company at least three months before the expiry [where applicable] date.
- 9.2. The Company shall not consider or entertain any claim in respect of any shortfall unless the claim was lodged within 48 [forty-eight] hours after delivery of the goods. Any other claims should be lodged in writing with the Company within 30 [thirty] days after from date of invoice.

**10. BREACH BYTHE PURCHASER**

Should the purchaser fail to make prompt payment of any account or any other amount which may be payable in terms hereof or:

- fail to execute or perform any of the other conditions or obligations hereof or;
- commit a deed of insolvency or in the event of a natural person, voluntary surrender or endeavor to voluntary surrender his estate or in the event of his death or;
- in the event of a default judgment being granted against the Purchaser and he fails to satisfy within seven [7] days or rescind same within a period of fourteen [14] days after date of the granting thereof or;
- Be sequestered or be placed under judicial management or provisionally or finally liquidated or;
- Abandon the goods or enter or propose a compromise with his creditors or;
- Make any false or wrongful statements or representations in respect of his financial affairs or any details in respect thereof or;
- Commit any act or omission which may affect the rights of the Company in any manner whatsoever or;
- Allow any of its possessions to be attached in execution which may be issued against the Purchaser or;
- Apply for assistance in terms of the Agricultural Credit Act of 1966 [as amended],

then and in such an event the Company in its discretion and without prejudice to any other rights which it may have/will be entitled to without notice enter any premises where any goods may be held and take possession of such goods and immediately remove same, claim immediate payment of the difference between the value of such goods and the amount owing and/or claim immediate payment of any amounts which may be due to the Company whether such amounts are due and payable at that stage or not.

**11. DEED OF SURETYSHIP**

The director/shareholder/member, in the case of the Debtor being a legal entity, and partner, in the case of the Debtor being a partnership, do hereby and with the signing of this application form bind themselves as sureties and co-principle debtor jointly and severally and in solidum with the Debtor unto and in favor of the Company or any of it's associated, subsidiary, divisions and agent companies or its successors in title or assigns for the due and punctual payment of all amounts of whatsoever nature and/or for the performance of any obligation all of which may now or in the future become due, payable or owing by the Debtor to the Company for any reason whatsoever.

The Company shall be at liberty, in its sole and discretion, without the prior

knowledge of the Debtor, and without releasing the surety provider from liability hereunder:

- to institute such proceedings or take such steps as it may deem fit against the Debtor including the right to repossess any goods sold to the Debtor and to deal therewith or sell same in such manner, at such manner, at such price and on such terms as the Company in its sole discretion may decide, in which event the selling price shall be deemed to be the true market value of the goods sold.
- to compromise with or make other arrangement with the Debtor and/or any other sureties.
- to grant any leniency, indulgence, or extension of time to the Debtor or vary any agreement, undertaking and/or arrangement with the Debtor in any other manner whatsoever.
- to enter into agreements of cancellation with the Debtor in respect of any existing or future arrangement and/or to enter into new arrangements.
- to cede, assign and/or transfer any of its rights, title and interests in any or all its claims against the Debtor which are now in existence or may come into existence in its own discretion and on such cession the sureties liability shall continue in favor of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Debtor with the cessionary arising from any cause whatsoever.

In any and all events described in this document, the surety's liability shall be co-extensive with that of the Debtor.

**12. COSTS**

All stamp duties payable in respect of any transaction or any Surety ship or security in respect of any transaction must be paid by the Purchaser on demand.

**13. DOMICILIUM**

The parties choose as their domicilium citandi et executandi for the purpose of all notices, processes and documents in terms hereof which may be given or delivered, their addresses as set out on the opposite sides hereof. The Purchaser Guarantees that such address or any other address chosen by himself in terms hereof is the address at which he ordinarily conducts his business, trade, or profession and the Purchaser, until the purchase price has been paid in full, undertakes to inform the Company of any change in address.

**14. JURISDICTION**

The Purchaser agrees to the jurisdiction of the Magistrates Court as set out in Section 45 of Act 32 of 1944 in respect of any judicial process or action which may be instituted by the Company against him on the strict understanding that the Company is entitled to institute such action in its own discretion in the High Court

The Purchaser agrees to pay the Company's legal costs on the tariff as between attorney and own client if the Company institutes legal proceedings against the Purchaser to protect or enforce any of its rights in terms of a transaction.

**15. THE WHOLEAGREEMENT**

- 15.1. This agreement constitutes the whole agreement between the parties.
- 15.2. Any amendment of the conditions of this agreement or renewal of debt or cancellation thereof is of no force or effect unless it is reduced to writing and signed by both parties or their agents which have been duly authorized thereto in writing.

SIGNATURE OF AN AUTHORISED DIRECTOR / PARTNER / MEMBER: .....

PRINT NAME: .....

DESIGNATION: ..... DATE OF APPLICATION: .....

\* TRUST: A COPY OF THE TRUST DEED STATING THAT THE TRUST IS AUTHORISED TO TRADE MUST ACCOMPANY THE APPLICATION FORM.

\* SOLE OWNER: A COPY OF THE SOLE OWNER'S ID- DOCUMENT MUST ACCOMPANY THE APPLICATION FORM.

**CONSENT TO PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE  
PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013**

**between**

**Hinterland SA (PTY) LTD TRADING AS AGRINET  
(Registration Number 1984/008258/07)  
(hereafter referred to as “the company”)**

**and**

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**(Identity Number /Registration Number)  
(hereafter referred to as the “client”)**

**1. INTRODUCTION**

The Constitution of the Republic of South Africa provides that everyone has the right to privacy and the Protection of Personal Information Act, 4 of 2013 (the Act) gives effect to this right including the right to protection against unlawful collection, retention, dissemination and use of personal information.

The company is committed to protecting its client’s privacy and recognizes that it needs to comply with statutory requirements in collecting, processing, storing and distributing of personal information. All personal information collected by the company will be processed in a lawful, justifiable and reasonable manner.

The company is under a duty to provide clients with a number of details pertaining to the use of and subsequent processing of their personal information, before such information is used or processed. In accordance with this requirement, the company sets out under the attached document known as the Informed Consent Notice, the reasons why personal information is required and how the company will use and handle this information.

## 2. INTERPRETATION

2.1 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

2.1.1 **“Hinterland SA (Pty) Ltd trading as Agrinet”** means Hinterland SA (Pty) Ltd (registration number 1984/008258/07) a private company duly registered in terms of the company laws of the Republic of South Africa, its affiliates, subsidiaries and associated companies as defined in the Companies Act, 2008 (hereafter referred to as the company);

2.1.2 **“Biometrics”** means a technique of personal identification that is based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

2.1.3 **“Child”** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning themselves;

2.1.4 **“Consent”** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;

2.1.5 **“Data Subject”** means the client who will provide the company or its operator(s) with personal information and who consents when providing such personal information, to the company or its operator’s use thereof in accordance with this Notice (hereafter referred to as the client);

2.1.6 **“Deputy Information Officer”** refers to the person duly authorized by the Chief Executive Officer of the company and appointed by the company to facilitate or assist the Chief Executive Officer with any request in terms of the Act;

2.1.7 **“Information Officer”** refers to the person duly authorized by the Chief Executive Officer of the company and appointed by the company to facilitate or assist the head of the company with any request in terms of the Act;

2.1.8 **“Operator”** means a third party who processes personal information on behalf of the responsible party;

2.1.9 **“Personal information”** means information relating to a natural person or juristic person, and may include the following:

- 2.1.9.1 Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 2.1.9.2 Information relating to the education, medical, financial, criminal or employment history of the person;
- 2.1.9.3 Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 2.1.9.4 Biometric information such as fingerprints or DNA;
- 2.1.9.5 Personal opinions, views or preferences;
- 2.1.9.6 Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 2.1.9.7 The views or opinions of another individual about the person; and
- 2.1.9.8 The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 2.1.10 **“Processing”** means any activity, whether or not by automatic means, concerning personal information, including:
  - 2.1.10.1 The collection, receipt, recording, organisation, collation, storage, updating or
  - 2.1.10.2 Modification, retrieval, alteration, consultation or use;
  - 2.1.10.3 Dissemination by means of transmission, distribution or making available in any other form; or
  - 2.1.10.4 Merging, linking, as well as restriction, degradation, erasure or destruction of information
- 2.1.11 **“Record”** means any recorded information regardless of form or medium, including any of the following:
  - 2.1.11.1 Writing on any material;
  - 2.1.11.2 Information produced, recorded or stored by means of a tape-recorder, computer equipment, whether hardware or software or both, or other

- device, and any material derived from such information;
- 2.1.11.3 Label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached;
- 2.1.11.4 Book, map, plan, graph or drawing; and
- 2.1.11.5 Photograph, film, negative, tape or other device which contain visual images and are capable, of being reproduced in the possession or under the control of a responsible party.
- 2.1.12 **“Responsible Party”** means the company including without detracting from the generality thereof, its directorate and officials, management, executives, and employees and Operators who need to process the client’s personal information;
- 2.1.13 **“Requester”** refers to any person making a request for access to a record of, or held by the company;
- 2.1.14 **“Senwes Group”** means Senwes Limited (registration number 1997/005336/06) a public company duly registered in terms of the company laws of the Republic of South Africa, its affiliates, subsidiaries and associated companies as defined in the Companies Act, 2008;
- 2.1.15 **“Special Personal Information”** includes any information relating to an individual’s ethnicity, gender, religious or other beliefs, political opinions, membership of a trade union, sexual orientation, medical history, offences committed or alleged to have been committed by that individual, biometric details and children’s details;
- 2.2 In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention.
- 2.3 An expression which denotes any gender includes the other genders.
- 2.4 A natural person includes a juristic person and vice versa.
- 2.5 The singular includes the plural and vice versa
- 2.6 Any reference to any statute, regulation or other legislation shall be a reference to that statute, Regulation or other legislation as at the signature date, and as amended or substituted from time to time.



- 2.7 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party, then notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this manual.
- 2.8 Where any term is defined within a particular clause other than this, that term shall bear the meaning ascribed to it in that clause wherever it is used in this document.
- 2.9 Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding business day.
- 2.10 Any reference to days (other than a reference to business days) months or years shall be a reference to calendar days, months or years, as the case may be.
- 2.11 The use of the word “including” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.
- 2.12 Insofar as there is conflict in the interpretation of or application of this agreement and the Act, the Act shall prevail.
- 2.13 This document does not purport to be exhaustive of or comprehensively deal with every right or obligation provided for in the Act. The client is advised to familiarize his/her/itself with the provisions of the Act.

### **3. ACKNOWLEDGMENT AND CONSENT**

By signing this agreement, the client hereby acknowledges and agrees that It is fully aware of its rights in terms of the Act. The client likewise agrees and consents to the following:

### 3.1 Use of Personal Information

3.1.1 The client consents to the company processing its Personal Information and acknowledges that all Personal Information provided will only be used for the purposes for which it is collected, namely the creating and maintaining of an account with the company. Should the company require to process such personal information for other purposes, the client's prior consent will be requested.

### 3.2 Accuracy of Information and Onus

3.2.1 The Act requires that all personal information and related details supplied, are complete, accurate and up to date. The client declares that all personal information supplied to the company is accurate, up to date, not misleading and that it is complete in all respects.

3.2.2 Whilst the company will always use its best endeavours to ensure that the client's personal information is reliable, it remains the responsibility of the client to advise the company of any changes thereto. The client therefore agrees to update the information supplied, as and when necessary, in order to ensure the accuracy of the information, failing which the company will not be liable for any inaccuracies.

### 3.3 Sharing of Information

3.3.1 Personal information will be made available to employees who require these details for their functions within the company and the Senwes Group. All employees who have access to personal information are aware of the sensitive nature thereof.

3.3.2 The client consents to the company disclosing its personal information:

3.3.2.1 Where such disclosure is required by law, in compliance with a duty to the public to disclose and/or necessary to further the interests of the company;

3.3.2.2 To third party service providers;

3.3.2.3 To any person who needs the information to carry out or protect any of the company' rights or obligations.

- 3.3.3 The company has the right to cede any or all of its rights or to delegate any or all of its obligations it may have arising out this agreement for *inter alia* the following purposes:
  - 3.3.3.1 To obtain finance;
  - 3.3.3.2 The sale of its business or part thereof; or
  - 3.3.3.3 To give effect to the rights of the company.
- 3.3.4 The company may disclose the client's personal information, outside the borders of South Africa, for any reason which the company deems appropriate, provided that the company will notify the client of such disclosure.
  
- 3.4 Storage, Retention and Destruction of Information
  - 3.4.1 All personal information which you provide to the company will be held and/or stored securely. Personal information may be stored electronically and as such may be accessible to the companies within the Senwes Group. Where appropriate, some information may be retained in hard copy. In either event, storage will be secure.
  - 3.4.2 Where data is stored electronically outside the borders of South Africa, such is done only in countries that have similar privacy laws or where such facilities are bound contractually to no lesser regulations than those imposed by the Act.
  - 3.4.3 The company will ensure that all the systems and operations which it uses will at all times be of a minimum standard required by applicable laws and be of a standard no less than the standards which are in compliance with the Best Industry Practice for the protection, control and use of personal information.
  - 3.4.4 The company will take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of personal information as well as the unlawful access to or processing of personal information.
  - 3.4.5 Once the client's personal information is no longer required, such personal information will be safely and securely archived, as per the requirements of

applicable legislation. Thereafter, the personal information may be permanently destroyed.

### 3.5 Right to Object

3.5.1 In terms of section 11(3) of the Act, the client has the right to object in the prescribed manner to the company processing its personal information. On receipt of the objection the company will place a hold on any further processing until the cause of the objection has been resolved.

3.5.2 The client acknowledges that should it refuse to provide the required consent and/or information, the company will be unable to assist the client.

3.5.3 In the event of the client refusing to give the required consent, the company will still have the right in terms of the Act to process personal information without the client's consent under any of the following circumstances:

3.5.3.1 Where such processing and use is necessary in order to give effect to a contractual relationship that exists between the client and the company;

3.5.3.2 Where such processing is required in terms of the law; or

3.5.3.3 Where such processing is necessary to protect the legitimate interests of the company or a third party.

### 3.6 Access to Information

In terms of section 23 of the Act as well as section 50 of the Promotion of Access to Information Act, 2 of 2000, the client may request in writing that the company provide it with the details of its personal information which the company holds and what the company has done with such personal information. This request must be sent to the company's Deputy Information Officer together with the client's proof of identity. The contact details of the Deputy Information Officer are as follows:

Deputy Information Officer: Elmarie Joynt

Physical address: 1 Charel de Klerk street, Klerksdorp, 2570

Postal address: PO Box 31, Klerksdorp, 2570

Telephone: 018 464 7104

Email: [Elmarie.joynt@senwes.co.za](mailto:Elmarie.joynt@senwes.co.za)

### 3.7 Consent to Direct Marketing, Advertising and Promotional Activities

The client expressly consents to the processing of its information for marketing purposes and as such knows and understands that by agreeing to same they may receive marketing materials in the form of electronic communication from the company.

### 3.8 Complaints

You have the right to address any complaints to the Information Regulator or to the Deputy Information Officer at the contact details provided above.

### 3.9 Declaration and Informed Consent

3.9.1 The client agrees that by making its personal information available, the company is not responsible for any loss, whether direct or indirect, that may arise from the use of such information.

3.9.2 The company will not be liable for inaccurate information on its systems as a result of the client's failure to update its personal information.

3.9.3 The client confirms that it has had an opportunity to read this agreement, and fully comprehends the terms, conditions and consequences of its consent.

3.9.4 The client confirms that it has had sufficient opportunity to ask questions about this agreement and has had these questions, if any, answered to its satisfaction.

3.9.5 The client's consent to the terms of this consent form is provided of its own free will and without any undue influence from any person whatsoever.

## 4. PROTECTION OF THE COMPANY'S PERSONAL INFORMATION

3.1 The client undertakes to comply with the provisions of the POPIA in its dealings with the company's personal information. In particular, with the provisions of the Act insofar as they pertain to:

4.1.1 Lawful processing of personal information;

4.1.2 Rights of the company;

4.1.3 Retention and restriction of records;

- 4.1.4 Safeguards for the integrity of personal information;
- 4.1.5 Notification of security compromises; and
- 4.1.6 The company's rights as they relate to direct marketing by means of unsolicited electronic communications. The client specifically agrees not to contact the company's client's by any means unless the company has provided prior written consent in respect thereof.
- 4.2 The client must treat all personal information which comes to its knowledge as Confidential Information and not disclose it unless required by law or in the course of the proper performance in terms of this clause.
- 4.3 The client must secure the integrity and confidentiality of personal information of the company and it's clients by taking appropriate, reasonable technical and organizational measures to prevent loss of, damage to or unauthorised destruction of the personal information and unlawful access to or processing of the personal information. In doing so, the supplier must take appropriate and reasonable measures to:
  - 4.4 Identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control:
    - 4.4.1 Establish and maintain appropriate safeguards against the risks identified;
    - 4.4.2 Regularly verify that the safeguards are effectively implemented; and
    - 4.4.3 Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
  - 4.4 The client must notify the company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Surname: \_\_\_\_\_