

1 TO THE POINT

MoveMe is a change of address service offered to help ease the very real pains of moving home. *MoveMe* will change your postal address or updating your contact details. To use the service simply fill out the form and then fax the *MoveMe* form (**pages 2, 3 PLUS the supporting documents**).

MoveMe will do the rest of your work of changing your contact details by notifying each of your named service providers within 25 working days, asking your service provider to update your contact details, on your behalf after receipt of payment.

Please Note:

1. *MoveMe* is currently only available to South African residents and to South African companies.
2. To comply with FICA requirements we need one form per person.
3. Some service providers can take up to **90** days to action a change of address. We are not responsible for your service provider's performance.
4. The updating of service providers systems is outside of *MoveMe*'s control, *MoveMe* cannot be held liable for the failure of any third party to act.

2 TERMS AND CONDITIONS

Under common law of contract of the Republic of South Africa and the **Electronic Communications and Transactions (ECT) act 25 of 2002**, section 11, the terms and conditions are valid, binding and enforceable against all persons that access the **MoveMe.Co.Za** services, website (the website), web pages or any parts thereof.

If you do not agree to be bound by these terms and conditions you must not use **MoveMe.Co.Za** services, or you must leave the **MoveMe.Co.Za** website without delay. Further use will automatically bind you to these terms and conditions.

3 SERVICES AND WEBSITE

3.1 GENERAL

MoveMe.Co.Za is a service that collects, maintains and transmits data for and on behalf of legal entities (people or organisations) resident in South Africa.

3.2 SERVICE PROVIDER INFORMATION

These terms and conditions as well as product and/or service specific terms and conditions govern the sale of goods and/or the provision of services from or through the **MoveMe.Co.Za** website.

Access to the services, content, software and downloads available from the **MoveMe.Co.Za** website may be classified as "electronic transactions" as defined in terms of the ECT Act and therefore The USER have the rights detailed in Chapter 7 of the ECT Act and **MoveMe.Co.Za** has, amongst others, the duty to disclose the following information:

The full name and legal status of the website owner:
Penbay CC Reg No CK 98/11811/23

Street address:
74 Vincent Gardens North, Vincent, East London, South Africa

Physical address for receipt of legal service:
74 Vincent Gardens North Road, Vincent East London South Africa

Telephone number:
+27 (0) 43 721 0631;

Fax number:
SOUTH AFRICA ONLY 086 640 0357;

Main business:
MoveMe.Co.Za is a service that collects, maintains and transmits data for and on behalf of people resident in South Africa.

The website address of the **MoveMe.Co.Za** website is :
<http://www.MoveMe.Co.Za>;

The official email address of the **MoveMe.Co.Za** website is:
private@**MoveMe.Co.Za**;

Hereafter referred to as **MoveMe.Co.Za**.

Cooling-off period:

In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off period provision of the ECT Act does not apply to this website.

Complaints:

The USER may lodge complaints concerning the **MoveMe.Co.Za** website with **MoveMe.Co.Za** at: private@**MoveMe.Co.Za**

Alternative dispute resolution:

Subject to urgent and/or interim relief, all disputes regarding:

- access to the **MoveMe.Co.Za** website;
- the inability to access the **MoveMe.Co.Za** website;
- the services and content available from the **MoveMe.Co.Za** website;
- or
- these terms and conditions,

Shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

3.3 **DEFINITIONS**

MoveMe.Co.Za: Penbay CC as defined in 3.2

USER: any person who access the site. By extension the term Customer or consumer means a USER.

THIRD PARTY: a USER selected service provider.

PARTNER: an entity or person who provides access to the services of **MoveMe.Co.Za**.

3.4 **INSTRUCTION**

The USER by using the service/s available instructs **MoveMe.Co.Za** to take the necessary steps to inform THIRD PARTIES of the USER'S contact details, provided that the USER has identified the THIRD PARTY, or the THIRD PARTY already has the USER on record.

3.5 **THIRD PARTIES**

Aspects of the **MoveMe.Co.Za** services are dependent on unrelated, independent THIRD PARTIES. **MoveMe.Co.Za** cannot be held liable under any circumstances for the failure of a THIRD PARTY to act on the information transmitted to the THIRD PARTY.

3.6 **LIMITED RISK**

Due to the nature of the products and services offered, **MoveMe.Co.Za**, its employees, agents or owners cannot be held responsible for risks incurred through the use of any of these products or services, as well as all risks associated with data security, privacy, availability and reliability of message processing and transmission.

The USER is fully and exclusively liable for any and all risk resultant from the use of the said product (s) or service(s).

3.7 **PRIVACY**

The The USER data belongs to the USER, but upon INSTRUCTION (clause 3.4) by the USER every effort will be made by **MoveMe.Co.Za** to disclose the The USER data to authorised THIRD PARTIES.

However **MoveMe.Co.Za** cannot be held liable for breaches of privacy where a THIRD PARTY has acquired the The USER data illegally or from public records.

The USER can request updates not to be made available to certain organisations by sending a request to private@MoveMe.Co.Za with reasons for the non disclosure request.

MoveMe.Co.Za shall take all reasonable steps to protect the personal information of The USER. For this clause, "personal information" shall be defined as per the Promotion of Access to Information Act 2 of 2000 (PAIA).

MoveMe.Co.Za may electronically collect, store and use the following personal information of The USER:

- Name and Surname;
- Title;
- South African identity number;
- Identifiers unique to **MoveMe.Co.Za**;
- Password/s
- Street address;
- Postal address;
- Contact numbers;
- e-mail address; and / or
- service providers
- non-personal browsing habits and click patterns;
- IP address.

MoveMe.Co.Za collects stores and uses the above mentioned information for the following purposes:

- Provide services to the USER as requested by the USER;
- Communicate information to the USER's Service Providers
- Authenticate the USER;
- Provide the USER with access to restricted pages on this website; and
- Communicate requested information to the USER;
- Compile non-personal statistical information about browsing habits, click-patterns and access to the **MoveMe.Co.Za** website.

The information detailed is collected either electronically by using cookies or is provided voluntarily by the USER. The USER may determine cookie use independently through their browser settings.

MoveMe.Co.Za may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

- **MoveMe.Co.Za** shall not disclose personal information from the USER unless the USER consents thereto;
- **MoveMe.Co.Za** might disclose information to parties that have the User on Record.
- **MoveMe.Co.Za** shall not disclose personal information to parties that the users specifically names, with a request that data NOT disclosed to the identified party.
- **MoveMe.Co.Za** shall disclose personal information without the USER's consent only through due legal process; and
- **MoveMe.Co.Za** may compile, use and share any information that does not relate to any specific individual.

MoveMe.Co.Za owns and retains all rights to non-personal statistical information collected and compiled by the **MoveMe.Co.Za** website.

3.8 PRE-PAYMENT

The USER agrees to pre-pay for products and services. All transactions are final, no refunds shall be provided. **MoveMe.Co.Za** reserves the right to, at its discretion

- a) Revoke all or portions of the unallocated/unused pre-paid credit balance, 30-days from date of purchase or of free allocation;
- b) Refuse to accept any transaction;
- c) Terminate USER access to the products and services without prior notice.

3.9 USER RESPONSIBILITIES

The USER agrees to use the product and services provided in a mature, responsible manner in keeping with acceptable social norms.

The USER will supply information that is correct and true to the best of their knowledge. Any complaints with regards to USER's use of the **MoveMe.Co.Za** services shall be investigated and if found to contain merit shall result in termination of service, without prior notice, at which time all remaining pre-paid credits will be forfeited. The decision of the **MoveMe.Co.Za** is final and no correspondence will be entered into.

3.10 SOFTWARE AND EQUIPMENT

It is the responsibility of the USER to acquire and maintain, at their own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and **MoveMe.Co.Za's** website and/or download content and services from the **MoveMe.Co.Za** website.

3.11 INTELLECTUAL PROPERTY RIGHTS

The information, media, systems, content, products and services provided by **MoveMe.Co.Za** or through the **MoveMe.Co.Za** product range for the USER's use, including all intellectual property rights therein, is the sole property of/or else the licensed use property of Penbay CC trading as **MoveMe.Co.Za**.

All intellectual property on the **MoveMe.Co.Za** website, including but not limited to content, trademarks (or any confusingly similar trademarks),



logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of/or licensed to **MoveMe.Co.Za** and as such, are protected from infringement by domestic and international legislation and treaties.

Subject to the rights licensed to the USER in clause 3.12, all other rights to intellectual property on the **MoveMe.Co.Za** website are expressly reserved.

No person may use logos, icons or trade marks from the **MoveMe.Co.Za** website as hyperlinks or other purposes without **MoveMe.Co.Za's** prior written consent.

3.12 ALLOWED USE AND LICENSE

The USER may only access, browse and use the **MoveMe.Co.Za** website for legitimate personal or commercial purposes. Content from the **MoveMe.Co.Za** website may not be used or exploited by any USER for any commercial and non-private purposes without the prior written consent of **MoveMe.Co.Za**.

MoveMe.Co.Za licenses the USER to use services, view, download and print the content of the **MoveMe.Co.Za** website, provided that such content is used for private, personal or agreed services.

The USER may not use the **MoveMe.Co.Za** website or any **MoveMe.Co.Za** services and/or products for:

- Harmful purposes;
- Illegal purposes;
- Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person and/or;
- The creation, storage and sending of unsolicited commercial communications.

The caching of the **MoveMe.Co.Za** website shall only be allowed if:

- The purpose of the caching is to make the onward transmission of the content from the **MoveMe.Co.Za** website more efficient;
- The cached content is not modified in any manner whatsoever;
- The cached content is updated at least every 12 (twelve) hours; and
- The cached content is removed or updated when so required by **MoveMe.Co.Za**.



If any USER uses content from the **MoveMe.Co.Za** website in breach of the provisions detailed herein:

- **MoveMe.Co.Za** reserves the right to claim damages from the USER;
- **MoveMe.Co.Za** reserves the right to institute criminal proceedings against the USER; and
- **MoveMe.Co.Za** shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the USER or any third party who obtained any content from the USER.

Hyperlinks to the **MoveMe.Co.Za** website from any other source shall be directed at the home page of the **MoveMe.Co.Za** website. Links beyond the **MoveMe.Co.Za** home page may NOT be used, without **MoveMe.Co.Za's** prior written consent.

MoveMe.Co.Za shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the **MoveMe.Co.Za** website, if such contents, products or services were accessed through a hyperlink not directed at the home page of the **MoveMe.Co.Za** website. Persons that wish to link to pages beyond the home page of the **MoveMe.Co.Za** website without **MoveMe.Co.Za's** prior written consent shall do so at their own risk and indemnify **MoveMe.Co.Za** against any loss, liability or damage that may result from the use of such hyperlinks. **MoveMe.Co.Za's** non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

The USER may quote small and reasonable amounts of content available from the **MoveMe.Co.Za** website, in any format, subject to such a quote being placed in inverted commas and acknowledged.

No person may, without the prior written consent of **MoveMe.Co.Za**, frame the **MoveMe.Co.Za** website in any manner whatsoever.

Apart from bona-fide search engine operators and use of a search facility provided on the **MoveMe.Co.Za** website by The USER, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the **MoveMe.Co.Za** website, for any purposes, without the prior written consent of **MoveMe.Co.Za**.

Email addresses, names, telephone numbers and fax numbers published on the **MoveMe.Co.Za** website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the **MoveMe.Co.Za** website may be



used to communicate unsolicited communications to **MoveMe.Co.Za** and all rights detailed in Section 45 of the ECT Act are reserved.

All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by **MoveMe.Co.Za** at any time without prior notice or reasons.

3.13 HYPERLINKS TO THIRD PARTY SITES

MoveMe.Co.Za may provide hyperlinks to websites not controlled by **MoveMe.Co.Za** ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites.

MoveMe.Co.Za does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

3.14 SECURITY

MoveMe.Co.Za shall take all reasonable steps to secure and/or prevent the content of the **MoveMe.Co.Za** website and the information provided by and collected from The USER, and unauthorised access and/or disclosure. However, **MoveMe.Co.Za** does not make any warranties or representations that content shall be 100% safe or secure.

Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, **MoveMe.Co.Za** is under no legal duty to encrypt any content or communications from and to The USER and is also under no legal duty to provide digital authentication of any pages on the **MoveMe.Co.Za** website.

The USER may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the **MoveMe.Co.Za** website or the server and computer network that support the **MoveMe.Co.Za** website.

Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the **MoveMe.Co.Za** website, whether on purpose or negligently, shall, without any limitation, indemnify and hold **MoveMe.Co.Za** harmless against any and all liabilities, damages, risks and losses that **MoveMe.Co.Za** and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.

The USER may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the **MoveMe.Co.Za** website and **MoveMe.Co.Za** reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

The USER who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by **MoveMe.Co.Za** and its partners / affiliates due to or related to these illegal actions.

3.15 DISCLAIMER AND LIMITATION OF LIABILITY

These services and all information, products and other content (including third party information, products and content) provided by, included in or accessible from this web site, are provided "as is" and are subject to change at any time without notice to the USER.

Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, **MoveMe.Co.Za** (including its subsidiaries, shareholders, business units, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss, liability or expenses of any nature incurred by whomsoever and resulting from:

- access to the **MoveMe.Co.Za** website;
- access to websites linked to the **MoveMe.Co.Za** website;
- inability to access the **MoveMe.Co.Za** website;
- inability to access websites linked to the **MoveMe.Co.Za** website;
- content available on the **MoveMe.Co.Za** website;
- services available from the **MoveMe.Co.Za** website;
- communication mechanisms available from the **MoveMe.Co.Za** website;
- products available from the **MoveMe.Co.Za** website;
- downloads and use of content from the **MoveMe.Co.Za** website;
- or any other reason not directly related to **MoveMe.Co.Za's** gross negligence.

The **MoveMe.Co.Za** website is supplied on an "as is" basis and has not been compiled to meet the USER's individual requirements. It is the responsibility of the USER to satisfy himself or herself, prior to entering into this agreement with **MoveMe.Co.Za**, that the content available from and

through the **MoveMe.Co.Za** website meets the USER's individual requirements and is compatible with the USER's computer hardware and/or software.

Information, ideas and opinions expressed on the **MoveMe.Co.Za** website should not be regarded as professional advice or the official opinion of **MoveMe.Co.Za** and The USER are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions expressed on the **MoveMe.Co.Za** website.

MoveMe.Co.Za does not make any warranties or representation that content and services available from the **MoveMe.Co.Za** website shall in all cases be true, correct or free from any errors. **MoveMe.Co.Za** shall take all reasonable steps to ensure the quality and accuracy of content available from the **MoveMe.Co.Za** website.

To the fullest extent permitted by law, we disclaim all representations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights) as to the services and all information, products and other content (including third party information, products and content) provided by, included in or accessible from this web site.

In no event shall **MoveMe.Co.Za** be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of these products or services, even if **MoveMe.Co.Za** has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, delict, under statute, in equity, at law or otherwise.

3.16 ACCESS TO THE SERVICE

MoveMe.Co.Za will use reasonable endeavours to ensure that the products and services are available on a 24 hour, 7 days a week basis.

MoveMe.Co.Za does not make any warranties or representations that the **MoveMe.Co.Za** website shall be available at all times. The USER acknowledges that the **MoveMe.Co.Za** website may be unavailable due to updates or other causes beyond the reasonable control of the

MoveMe.Co.Za, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

3.17 COMMENTS

MoveMe.Co.Za does not edit or scan comments posted by The USER or emails from the USER to **MoveMe.Co.Za** or the **MoveMe.Co.Za** website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings.

3.18 REMOVAL AND CORRECTION OF CONTENT

The USER is encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the **MoveMe.Co.Za** website to **MoveMe.Co.Za** and **MoveMe.Co.Za** undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

3.19 INTERCEPTION OF COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the USER agrees to **MoveMe.Co.Za's** right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) sent or posted by the USER to the **MoveMe.Co.Za** website, its staff and employees.

The USER agrees and acknowledges that the consent provided by the USER in clause 3.4 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

3.20 AGREEMENT IN TERMS OF SECTION 21 OF the ECT ACT

The USER and **MoveMe.Co.Za** agree that:

The USER shall be bound to these terms and conditions and such agreement is concluded in East London (South Africa) at the time the USER enters the **MoveMe.Co.Za** website for the first time;

Data messages (as defined in the ECT Act) addressed by the USER to **MoveMe.Co.Za** shall only be deemed to have been received if and when responded to. An auto-reply shall not constitute such a 'response' for the purposes of this clause;

data messages (as defined in the ECT Act) addressed to the USER by **MoveMe.Co.Za** shall be deemed to be received by the USER as detailed in section 23(b) of the ECT Act;

data messages (as defined in the ECT Act) addressed by the USER to **MoveMe.Co.Za** shall be deemed to have been created and sent by the USER from within the geographical boundaries of South Africa;
electronic signatures, encryption and/or authentication is not required for valid electronic communications between the USER and the **MoveMe.Co.Za**; and

The USER agrees and warrants that data messages that are sent to **MoveMe.Co.Za** from a computer, IP address or mobile device normally used by or owned by the USER, were sent and/or authorised by the USER personally.

3.21 CHANGES AND AMENDMENTS

MoveMe.Co.Za reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- change these terms and conditions;
- change the content and/or services available from the **MoveMe.Co.Za** website;
- Discontinue any aspect of the **MoveMe.Co.Za** website or service(s) available from the **MoveMe.Co.Za** website; and/or change the software and hardware required to access and use the **MoveMe.Co.Za** website.

3.22 INTERPRETATION AND NULLIFICATION OF CLAUSES

The USER accepts to agree to all aspects of this agreement and shall comply with all laws, regulations and restrictions that apply to the USER. **MoveMe.Co.Za** shall be entitled to modify the terms and conditions of this Policy in writing from time to time. Any delay in the enforcement of any term of this agreement shall not be deemed to be a waiver of such right(s).

3.23 LEGAL COSTS

MoveMe.Co.Za shall not be liable for costs incurred by The USER to obtain professional advice relating to these terms and conditions.

The USER will not hold **MoveMe.Co.Za** or Penbay cc or any of its agents or employees or owners or services or service providers liable for any omission, or failure of a USER's service provider to update records after being informed of changes.

3.24 ENTIRE AGREEMENT AND SEVERABILITY

These terms and conditions constitute the entire agreement between **MoveMe.Co.Za** and the USER and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by **MoveMe.Co.Za** from the USER.

Any failure by **MoveMe.Co.Za** to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

3.25 APPLICABLE AND GOVERNING LAW

The **MoveMe.Co.Za** website is controlled and operated from the Republic of South Africa, the South African law enforced by the South African courts governs the use or inability to use the **MoveMe.Co.Za** website, its content, services, products and these terms and conditions.

© 2005 Penbay CC