

My-K53 Terms and Conditions and privacy statement

Legal - Processing Of Personal Information

Appcentric (Pty) Ltd with company registration number 2012/119814/07 is responsible for MYK53 (website and service offering).

The physical address where that supplier will receive legal service of documents is at (registered address)

LEGAL

MYK53 is an electronic platform (www.myk53.net) that facilitates the consumer in preparing for and passing the K53 learners and drivers tests as per the National Road Traffic Act No 93 of 1996. This facility provides the study material and practice tests similar to the official learners and drivers tests to the consumer.

The services provided by MYK53 via the www.myk53.net, are in part free of charge but various of the online tests are charged at a rate which may without notice be changed from time to time.

The consumer is encouraged to read the Legal Notices, Terms and Conditions, Privacy Statement and Disclaimers, incorporated on the site. These can be downloaded and/or printed for reference purposes.

Appcentric (Pty) Ltd processes personal information in a responsible and ethical manner. Please refer to the privacy statement.

We may however disclose personal information to others when it is necessary to conduct our business or is required by law.

By using this website the user consent to the following:

- To transmit and receive information excluding any private and confidential information relating to debit and / or credit card details which details are not stored and / or traced by myk53. All payments are processed through the secure online payment platform PAYSAFE
- To transmit the information provided by you, on the electronic registration form to third party users such as insurers of motor vehicles. The third parties may contact you in accordance with the applicable laws of South Africa. The communication between the third parties and yourself is not monitored or managed by MYK53 or Appcentric and Appcentric (Pty) Ltd will not be liable for and claim arising from such communication or distribution of information.
- To distribute your cellular telephone number, address and / or email address to affiliated partners and third parties, for the purposes of them responsibly marketing their products and services to you. All distribution is made in a responsible and ethical manner to ensure your safety and privacy are not unlawfully breached.

Use of the website and any actions arising there from shall be governed by the law of the Republic of South Africa. By using this website the user consents to the jurisdiction of the courts

of South Africa in respect of all disputes. Appcentric (Pty) Ltd and MYK53 accepts no liability whatsoever for any loss, whether direct, indirect or consequential arising from information made available on these pages and for any actions or transactions resulting there from. Any reference to or use of a product, service or process of a third party does not imply recommendation, approval or affiliation of the product, services or process by Appcentric (Pty) Ltd and MYK53.

Website Terms and Conditions of Use:

These Terms and Conditions ("the Terms and Conditions") govern your ("the User" / "You") use of the MYK53 website located at the domain name (www.myk53.net) ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute any Content obtained from the Website. These Terms and Conditions become effective when you access the site for the first time and constitute a binding agreement between Appcentric (Pty) Ltd and the User, which will always prevail. The current version of these Terms and Conditions will govern our respective rights and obligations each time you access this site.

Online Services:

Myk53 online products and services ("Online Services") are subject to registration procedures and approvals, which Appcentric (Pty) Ltd and MYK53 may accept or reject at their sole discretion. The Online Services may be governed by separate terms and conditions that, if applicable, are available on the relevant sections of the Website where the Online Services are provided. In the event of conflict between these Terms and Conditions and the Online Service Terms, the provisions of the Online Service Terms will prevail.

Privacy and Security:

Appcentric (Pty) Ltd and MYK53 receives various types of information ("the Information") from Users who access the Website. Appcentric (Pty) Ltd and MYK53 makes every effort to protect any Information received by it. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. Appcentric (Pty) Ltd and MYK53 will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential or personal information that the User submits to Appcentric (Pty) Ltd and MYK53 through the Internet, or that the User expressly or implicitly authorises Appcentric (Pty) Ltd and MYK53 to receive, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and polices Appcentric (Pty) Ltd and MYK53, the User is urged to read and understand all Privacy and Security Policy documentation.

Updating of these Terms and Conditions:

Appcentric (Pty) Ltd and MYK53 reserves the right to, amend, change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to the Website. By accessing the website you are bound to the version of the Terms and Conditions published here at the time of any visit to the Website. You agree to view the current version each time you access the Website. The User's continued use of this 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 and Conditions, including such changes or updates.

Appcentric (Pty) Ltd and MYK53 reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any time and without notice. A certificate signed by the administrator responsible for maintaining the Website will be prima facie proof of the date of publication and content of the current version and all previous versions of the Terms and Conditions.

Copyright and Intellectual Property Rights:

Appcentric (Pty) Ltd and MYK53 provides certain information ("the Content") on the Website. Content currently or anticipated to be displayed at this Website is provided by Appcentric (Pty) Ltd and MYK53, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs. All such proprietary works, and the compilation of the proprietary works, are copyright of Appcentric (Pty) Ltd and MYK53, its affiliates or subsidiary, or any other third-party owner of such rights ("the Owners"), and is protected by South African and International copyright laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the Content or any component thereof will constitute an infringement of such copyright and other intellectual property rights; save that you may use the materials or any component thereof for your own internal purposes and for the purposes of ordering service/s from Appcentric (Pty) Ltd and MYK53.

Without limiting the generality of the aforementioned, the User is authorised to view, download and copy to a local hard drive or disk, print and make copies of such printouts, provided that:

- the Content is used exclusively for private use and for no other commercial purposes; and
- any reproduction of the proprietary Content from the Website or a portion/s of it are only for personal use of the registered user and may not be distributed to third parties un any circumstances.

Nothing contained on the Website should be construed as granting any license or right to use any Trademark without the prior written permission of Appcentric (Pty) Ltd and MYK53. Except as specified in these Terms and Conditions, the User is not granted a license or any other right

including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content and Trademarks. All rights in and to the Content and Trademarks is reserved and retained by Appcentric (Pty) Ltd and MYK53 and/or the Owners, as the case may be.

Irrespective of the existence of Copyright, the User acknowledges that Appcentric (Pty) Ltd and MYK53 and/or the Owners, as the case may be are the proprietors of all the Content and Trademarks on the Website, whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.

Limited License to General Users:

- Appcentric (Pty) Ltd and MYK53 grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Appcentric (Pty) Ltd and MYK53.
- The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.
- The User may not frame nor use framing technologies to enclose the Website or the Content nor any part thereof without the express written consent of Appcentric (Pty) Ltd and MYK53
- The User is restricted to use the Website and Content, only for lawful purposes and warrants that he/she shall not:
 - use the Website to transmit material, which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of a duty of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful; and
 - other than for personal and non-commercial use, store on a computer, or print copies of extracts from the Website, and other than for personal and non-commercial use, "mirror" or cache any of the Content of Website on a server, or copy, adapt, modify or re-use the text or graphics obtained from the Website, without the prior written permission of Appcentric (Pty) Ltd and MYK53.
- Appcentric (Pty) Ltd and MYK53, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit Content, or cancel orders at their sole discretion.
- Any unauthorised use terminates this license.

Permission for Hyperlinks, Deep Linking, Crawlers and Metatags:

No User may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as "Linking"), to the Website or any subsidiary pages

before receiving Appcentric (Pty) Ltd and MYK53 prior written approval, which may be withheld or granted subject to the conditions Appcentric (Pty) Ltd and MYK53 may specify from time to time.

An application for Linking must be submitted to myk53@appcentric.co.za. Once received Appcentric (Pty) Ltd and / or MYK53 will do its best to respond and enter into further discussions with the User. If the User does not receive a written response from Appcentric (Pty) Ltd and / or MYK53 within five business days, the User must consider the request as having been rejected.

A breach of this provision entitles Appcentric (Pty) Ltd and MYK53 to take legal action without prior notice to the User and the User agrees to reimburse Appcentric (Pty) Ltd and MYK53) Ltd with the costs associated with such legal action, on an attorney and own client scale.

Hyperlinks:

Notwithstanding the fact that hyperlinks exist, in the Terms and Conditions, to facilitate access to notices, policies and legislation that are incorporated into the Terms and Conditions, the User agrees that in those instances, where some or all of the hyperlinks malfunction or are not operational, such occurrence shall not affect the validity or enforceability of the Terms and Conditions. The User undertakes to, at their own convenience and discretion, review and acquaints themselves with necessary documents and/ or terms.

External Links:

External links may be provided for your convenience, but they are beyond the control of Appcentric (Pty) Ltd and MYK53 and no representation is made as to their content. Use or reliance on any external links provided is at the User's own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to the Website without the express prior written permission Appcentric (Pty) Ltd and MYK53.

Crawlers and Spiders:

The User undertakes not to use any technology to search and /or gain information from the Website without Appcentric (Pty) Ltd and MYK53 written consent.

Software Downloads: Appcentric (Pty) Ltd and MYK53

Software, if any, made available for download on or via the Website may be governed by license conditions that establish a legal relationship with the licensor. The User indemnifies Appcentric (Pty) Ltd and MYK53 against any breach of these license conditions. Appcentric (Pty) Ltd and MYK53 gives no warranty and makes no representation, whether express or implied, as to the quality or fitness for purpose of the use of such software and documents.

No warranty, whether express or implied, is given that any files, downloads or applications available via the Website is free of viruses, Trojans, bombs, time-locks or any other data or code

which has the ability to corrupt or affect the operation of the User's computer, database, network or other information system.

Termination, Suspension and Limitation:

Appcentric (Pty) Ltd and MYK53 reserves the right to:

- modify, suspend or discontinue the Website, whether temporarily or permanently, without notice;
- impose limits or conditions on certain services, features or functions; and
- restrict access to parts of or all of the services on the Website.
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Disclaimer and Limitation of Liability:

Although Appcentric (Pty) Ltd and MYK53 has taken reasonable care to ensure that the Content on the Website is accurate and that the User will not suffer loss or damage as a result of their use of the Website, the Website is provided on an "as is" basis. Use of the Website is entirely at the User's own risk. The User assumes full responsibility for any loss or damage resulting from their use of the Website and their reliance on any of the Content or a part/s thereof, contained on the Website.

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. Appcentric (Pty) Ltd and MYK53 makes no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Appcentric (Pty) Ltd and MYK53 nor any holding company, affiliate or subsidiary of Appcentric (Pty) Ltd and MYK53, shall be held liable 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 Website or any functionality thereof, or of any linked website, even if Appcentric (Pty) Ltd and MYK53 is expressly advised thereof.

Without derogating from the generality of the above, Appcentric (Pty) Ltd and MYK53 will not be liable for:

- any interruption, malfunction, downtime or other failure of the Website or related database, system or network, for whatever reason;
- any loss or damage in respect of customer data or other data, directly or indirectly, caused as a result of any malfunction of the Website or related database, system or network, power failures, unlawful access to or theft of data, computer viruses or destructive code on Appcentric (Pty) Ltd and MYK53's Website or related database, system or network, programming defects or negligence; or
- any event over which Appcentric (Pty) Ltd and MYK53 has no direct control.

Indemnity:

The User unconditionally and irrevocably indemnifies and holds Appcentric (Pty) Ltd and MYK53 harmless against all and any loss, liability, actions, lawsuits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services offered on the Website, the use of the services offered on the Website, the Content available on the Website or any other matter, directly or indirectly, related to the User's use of the Website, whether due to Appcentric (Pty) Ltd and MYK53's negligence or not.

Law:

This Website is controlled, operated and administered by Appcentric (Pty) Ltd and MYK53 from its offices as set out below within the Republic of South Africa. Appcentric (Pty) Ltd and MYK53 makes no representation that the Content is appropriate or available for use in any other locations or countries. Access to the Website from territories or countries where the Content is illegal, is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa and the User consents to the jurisdiction of the Johannesburg High Court in as far as jurisdiction may be consented to, in the event of any dispute.

If any of the provisions of these Terms and Conditions 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 Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

General:

The headings of the clauses in the Terms and Conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

The Terms and Conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the Terms and Conditions. Appcentric (Pty) Ltd and MYK53's failure or delay to exercise any particular right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision, whether this is done expressly or implied, nor will it affect the validity of any part these Terms and Conditions or prejudice Appcentric (Pty) Ltd and MYK53's right to take subsequent action against the User, unless acknowledged and agreed to Appcentric (Pty) Ltd and MYK53 in writing.

Neither the User nor Appcentric (Pty) Ltd and MYK53, shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These Terms and Conditions supersede and replace all prior commitments, undertakings or representations,

whether written or oral, between the User and Appcentric (Pty) Ltd and MYK53 in respect of the subject matter hereof.

Appcentric (Pty) Ltd and MYK53 shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these Terms and Conditions.

Should Appcentric (Pty) Ltd and MYK53 be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long Appcentric (Pty) Ltd and MYK53 is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than fourteen days after it has first occurred then Appcentric (Pty) Ltd and MYK53 shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these Terms and Conditions by giving notice to the User. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

The Terms and Conditions, as varied by Appcentric (Pty) Ltd and MYK53 from time to time, constitutes the entire and sole agreement between Appcentric (Pty) Ltd and MYK53 and the User with regard to the use of the Content and this Website.

Contact Details:

Email: hello@myk53.net