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4. Compliance with South African Legislation:

4.1 Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) [PAIA]:

Section 34(1) of PAIA mandates the protection of third-party privacy by refusing access to records where disclosure would involve the unreasonable disclosure of personal information about a third party, including deceased individuals. Accordingly, we reserve the right to safeguard any personal information in our possession to the fullest extent permitted by law.

4.2. Protection of Personal Information Act, 2013 (Act No. 4 of 2013) [POPI Act]:

Pursuant to the POPI Act, we are obligated to ensure the security, integrity, and confidentiality of personal information under our control. Reasonable physical, electronic, and procedural safeguards are in place to prevent loss, damage, unauthorised access, or unlawful processing of such information.

However, due to the nature of the internet and online communications, we cannot guarantee absolute confidentiality and shall not be held liable for the illegal actions of third parties, including cybercriminals.

In accordance with Section 22 of the POPI Act, should any personal information be accessed or acquired by an unauthorised party, we will notify the relevant data subjects and/or the Information Regulator as required by law.

5. Personal Information Provided by Users:

“Personal Information” refers to information that identifies an individual, such as their full name, contact details, postal address, or account numbers. Users may voluntarily provide such information via this website. While providing personal information is optional, failure to do so may limit our ability to respond to inquiries or provide services.

Personal information collected via this website may be used for the following purposes: (A) Responding to emails or specific requests; (B) Providing information regarding our services or relevant business offerings; (C) Ensuring compliance with applicable laws and regulations; (D) Protecting our rights or taking appropriate legal action; (E) Maintaining a record of transactions and communications; and (F) Conducting business activities lawfully.

By using this website, you consent to the use of your personal information as outlined above, including the right to contact you via any contact details you provide.

6. Sharing of Personal Information:

We may share personal information internally with our employees or business units for operational purposes, or externally in response to a valid court order, subpoena, or applicable legal process. We may also cooperate with law enforcement authorities to investigate unlawful activities, violations of these terms, or behaviour harmful to others.

7. Accessibility:

We are committed to ensuring that this website is accessible to all users, including individuals with disabilities. For any accessibility-related issues, please contact us at the email address provided below.

8. Cookies and Tracking Technologies:

This website uses cookies and similar tracking technologies to enhance user experience and analyse website performance. By continuing to use this website, you consent to the use of cookies in accordance with our Cookies Policy.

9. Force Majeure:

We will not be held liable for any interruptions, delays, or unavailability of the website due to events or circumstances beyond its reasonable control, including but not limited to acts of God, technical failures, or cyberattacks.

10. Indemnity:

By using this website, you agree to indemnify and hold us harmless from any claims, damages, liabilities, costs, or expenses arising from your use of the website or any breach of these terms.

11. Variation:

We reserve the right to amend, modify, or remove any content on this website at our sole discretion and without prior notice. Continued use of the website following such amendments constitutes acceptance of the updated terms.

12. Entire Agreement:

This disclaimer constitutes the entire agreement between ourselves in relation to your use of this website, superseding all prior agreements.

13. Jurisdiction:

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14. Copyright Notice:

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15. Contact Information:

For any queries or issues related to these terms, please contact us at: kobus@jnagroup.co.za.

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