

Terms & Conditions

Thank you for visiting the SENTINEL SURE Online Platform. Before browsing or using our Online Platform please carefully read the terms and conditions of use (“Terms of Use”), which includes the policies in respect of refunds, security, and privacy (“Policies”) of SENTINEL SURE and from where the Online Platform is hosted, the Services are rendered, and the business is operated.

Use

These Terms of Use govern your (“the User”) use of the SENTINEL SURE website located at the domain name: www.SENTINELSURE.co.za, including any downloaded or streamed content and to any correspondence by email, text message, instant message or any other electronic means exchanged between SENTINEL SURE and the User. A User of the Online Platform shall include casual or users of the SENTINEL SURE website. The meaning and definition of a Customer is someone who contracts to purchase and use SENTINEL SURE’s Services as described on the SENTINEL SURE website, from time to time, or with whom SENTINEL SURE has concluded a separate contract to render SENTINEL SURE’s Services. The meaning and definition of a Candidate is someone who uses the Online Platform on the basis of their relationship or contract with a Customer or who is also a direct Customer of SENTINEL SURE. All sections of these Terms of Use are applicable to Users, Customers and Candidates unless the section expressly states, or the context indicates otherwise. By browsing or using the Online Platform (including downloading or streaming from the SENTINEL SURE website) and/or the Services offered or communicating with SENTINEL SURE by electronic means, the User agrees to be bound by the Terms of Use set out in this legal notice and agreement. You cannot browse or use our Online Platform if you do not accept our Terms of Use. SENTINEL SURE reserves the right to update these Terms of Use, from time to time. The User’s continued browsing or using of the Online Platform and/or the Services or communicating with SENTINEL SURE by electronic means, shall be accepted as confirmation of your acceptance of such changes. The User may not access, display, use, download, and/or copy or distribute content obtained on the Online Platform for their own financial gain. If, however, the User would like to share the Online Platform and the Services offered with others in their community or network then the User may freely share the link of the SENTINEL SURE website with others by any electronic means or by posting such link on the User’s own website or other online platform, subject to the following conditions:

- The User may not use a graphic image or image related text unless they have the written permission of SENTINEL SURE to that effect. SENTINEL SURE reserves all its rights in the graphic image and text, any other images, our trademarks, copyrights, and all other intellectual property rights.
- The User may not replicate SENTINEL SURE’s website, site contents, or design.
- The User may not remove, distort, or otherwise alter the size or appearance of any logos on SENTINEL SURE’s website.
- The User’s website may not contain content that is inappropriate, distasteful, pornographic, hateful, discriminatory or that infringes any intellectual property rights, rights to privacy or other rights of any other person or otherwise does not comply with all applicable laws and regulations in the Republic of South Africa or any other applicable jurisdiction; and,
- At any time and at our sole and absolute discretion, SENTINEL SURE reserves the right to withdraw the permission given to the User to make website or app links to the SENTINEL SURE website.
- The User agrees to only use the Online Platform in a manner that complies with all applicable laws and regulations in the Republic of South Africa or any other applicable jurisdiction and is consistent with the Terms of Use and does not infringe the rights of anyone else, nor restrict or inhibit their use of the Online Platform (including, without limitation, by hacking).
- SENTINEL SURE reserves the right in our sole and absolute discretion to deny any User access to the Online Platform or any part of it without prior notice.

Copyrights, Trademarks, and other Intellectual Property Rights

The User acknowledges that all copyright, trademarks and other intellectual property rights in the Online Platform and all photographs, designs, images, text, software, data, audio, video, files and other material

in the Online Platform or material generated by or transmitted from the Online Platform (“SENTINEL SURE Material”) are owned by SENTINEL SURE. All rights are reserved.

Electronic Devices and Monitoring of Activity

SENTINEL SURE cannot be held responsible for security breaches occurring on the User’s electronic device (personal computer, notebook, tablet, smartphone or other electronic device used to browse and use the Online Platform), which may result due to the lack of adequate virus or malware software protection or spyware that the User may inadvertently have installed on his/her device or the like. SENTINEL SURE has the right, but not the obligation, to monitor any activity and content associated with the Online Platform. We may investigate any reported violation of the Terms of Use or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating, or attaching conditions to a User’s access and/or removing any materials from the Online Platform).

Privacy Policy

SENTINEL SURE is committed to respecting and protecting the User’s privacy. You are referred to the separate Privacy Policy, which applies to all the pages related to the SENTINEL SURE website as well as to the general use of the Online Platform and the Services rendered. The Privacy Policy constitutes part of this agreement on the Terms of Use.

Changes to Privacy Policy

SENTINEL SURE may need to change its Privacy Policy from time to time in order to address new policy issues, law changes and/or reflect changes on our website. We will post those changes in our separate comprehensive Privacy Policy so that Users will always know what information SENTINEL SURE gathers, how we might access, use, retain, store, transfer or destroy that information and whether we will disclose that information to anyone. Please refer back to this Privacy Policy regularly. If you have any questions or concerns about our Privacy Policy or any changes thereto, please send us an email to support@SENTINELSURE.co.za.

General

Choice of Law and Dispute Resolution

Any disputes between the User and SENTINEL SURE shall be determined by arbitration in terms of South African law. All disputes shall be finally resolved in accordance with the commercial rules of the Arbitration Foundation of Southern Africa (“AFSA”) [as amended or replaced from time to time] by an arbitrator or arbitrators appointed by AFSA. There shall be no right of appeal as provided in article 22 of AFSA’s rules. The arbitration shall take place in Johannesburg. The Parties consent to any arbitration being conducted as a matter of urgency and authorise any Party to apply to AFSA in terms article 23(1) of AFSA’s rules for any arbitration to be conducted on an urgent basis. This shall not preclude any of the Parties being able to apply for and obtain urgent interim relief from the courts, subject to any final orders, determinations and/or awards being made by arbitration as contemplated in 6.1.2 and 6.1.3 above.

Company, Domicilium and Notice Details

SENTINEL SURE’s company details are: Quick Traders 1021 CC t/a SENTINEL SURE, registration Number: 2004/036127/23, a close corporation with limited liability incorporated in the Republic of South Africa, with members: Kim Muller and Carl Muller. SENTINEL SURE’s chosen domicilium citandi et executandi for the service of all legal documents is: 7 Balfour Road, Vincent, East London, 5201, South Africa. All communication and notices can be sent to: support@SENTINELSURE.co.za. SENTINEL SURE’s telephone number is: 043 726 9990.

Waiver

If the User breaches the Terms of Use and SENTINEL SURE takes no action, we will still be entitled to use our rights and remedies at a later date or in any other situation where the User breaches these Terms of Use.

Disclaimer

The contents of the Online Platform are provided “as is” without warranty of any kind, either express or implied. SENTINEL SURE, the authors and developers of the content on the Online Platform (including the Services) and in general anybody connected to the Online Platform in any way assume no responsibility for errors or omissions in the content on the website, the general use thereof and the Services rendered. SENTINEL SURE further does not warrant, guarantee, or make any representation regarding the safety, reliability, accuracy, correctness, or completeness of the content on the Online Platform. The User may not access the Online Platform from countries where its contents are illegal or unlawful. If you do access the website from locations outside the Republic of South Africa, you do so on your own initiative and are responsible for compliance with local laws.

Liability

SENTINEL SURE does not limit in any way its liability by law for fraud, death or personal injury caused by our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law. The User agrees that SENTINEL SURE will not be liable for:

- Any loss, disruption or damage to their Personal Information, computer or smart device, operating systems, and software applications.
- Any direct, indirect, general, special, incidental or consequential damages (including, without limitation, data loss, lost revenues and lost profit) arising out of the User’s use or inability to use our Online Platform (including downloading or streaming from the website), their content, any information on or from the website, or any link to another website, the Services rendered, the Findings and whether such loss or damage arises in contract, delict (including negligence) or otherwise. SENTINEL SURE cannot assume any such obligations or responsibility.

The User hereby indemnifies and holds harmless SENTINEL SURE and its members, officers, employees, representatives, agents, consultants, service providers and contractors, in full for, from and against any and all loss, damage, injury, liability, costs and expenses (including legal costs on the attorney and client scale, whether civil or criminal, and other professional costs) suffered or incurred by the User, whether directly or indirectly, out of or in connection with the Services and the use, storage, transfer and destruction of the Personal Information and/or any errors or omissions contained therein, irrespective of whether such errors or omissions occur as a result of SENTINEL SURE and/or their respective members, officers, employees, representatives, agents, consultants, service providers and contractors negligent acts or omissions. The User hereby indemnifies and holds harmless SENTINEL SURE and its members, officers, employees, representatives, agents, consultants, service providers and contractors, in full for, from and against any and all loss, damage, injury, liability, costs and expenses (including legal costs on the attorney and client scale, whether civil or criminal, and any other professional costs) suffered or incurred by SENTINEL SURE and its members, officers, employees, representatives, agents, consultants, service providers and contractors, whether directly or indirectly, out of or in connection with any incorrect or false Personal Information submitted by them.

Severability

If any one or more of the provisions of the Terms of Use is held to be invalid, illegal, or unenforceable in any respect by an arbitration forum or court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

Updating Terms and Policies and Continued Use

SENTINEL SURE reserves the right to change, modify, add to, or remove from portions or the whole of these Terms of Use, from time to time. Changes to these Terms of Use will become effective upon such changes being posted to the Online Platform. It is the User’s obligation to periodically check these Terms of Use on

the Online Platform for changes or updates. The User's continued browsing or using of the Online Platform and/or the Services or communicating with SENTINEL SURE by electronic means, shall be accepted as confirmation of their acceptance of such changes. A User cannot browse or use SENTINEL SURE's Online Platform on an on-going basis if they do not accept the changes or updates to the Terms of Use.