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TERMS AND CONDITIONS

Privacy Policy

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Personal information may be disclosed to Emerald employees, suppliers and marketing agents where this information is necessary for them to evaluate and enhance the product and services offered on this website.

Emerald may disclose certain personal information of visitors, such as names, physical, postal and e-mail addresses to affiliated service providers for purposes of distributing promotional materials, newsletters, surveys and questionnaires or other information or material but only if a visitor has specifically indicated its willingness to receive such materials or information.

Emerald may provide third parties with general information that does not include particular personal information about visitors, such as their names and addresses, and which is intended to be used solely for compiling statistical or demographic information or otherwise abstract and non-personalised information.

Emerald does not and cannot control the confidentiality, access to or dissemination of information which is retrieved through the use of "cookies" or information retrieved through the collecting and storing of IP addresses of visitors to this website.

A "cookie" is a computer file, which is transferred automatically from our web site to a visitor's computer during an online session, and which enables Emerald, its sponsors and advertisers to customise webpage content and to gather general information on the use and frequency of the visitor traffic.

An IP address is an address assigned to your computer or server identifying it when conducting Internet activity.

Emerald does not support or encourage and will take all reasonable measures to ensure the prohibition and removal from this website of all material which is or is likely to be interpreted, in Emerald's opinion, as libellous, harmful, threatening, abusive, defamatory, indecent, obscene or pornographic.

Log Files

Emerald follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analysing trends, administering the site, tracking users' movement on the website, and gathering demographic information.



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The visitor undertakes not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from this website.

Under no circumstances may a visitor use, duplicate, distribute, reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recording on or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from this website without the prior written consent of Emerald.

Disclaimer

While Emerald will take all reasonable measures to ensure an efficient, uninterrupted and error-free service to all its online customers, neither Emerald nor any of its employees, representatives or assigns will be liable to any online customer for any loss or damage of whatsoever nature caused by or attributable to any:

1. fact or circumstance beyond the reasonable control of Emerald, including the breakdown or interruption in the services provided by external service providers and the unavailability or defective performance of any software or any of the services available on or from this website;
2. breach of privacy, security or confidentiality or any infringement of intellectual property rights by any person or entity;
3. loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible from or available on this website;
4. reliance on, publication or use of any information or data contained on or accessible from this website including information and data contained in advertising banners, third party software, pop-up windows, buttons, intermercials, hypertext links and advertising sponsorships;
5. failure by a visitor or online customers to maintain the confidentiality of their personal username and password, or the disclosure of personal usernames and/or passwords to any person or entity;



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6. hacking, infection by viruses, Trojan horses, or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any software programme, system, data or personal information;
7. failure to adhere to the provisions of any terms and conditions governing the use and access to the services and facilities offered from time to time on this website;
8. any lawful act or omission by Emerald, its representatives and service providers in respect of or relating to the maintenance and support of this website and any supporting software or otherwise in the interests of protecting Emerald's proprietary rights or the privacy and confidentiality of visitors and online customers and their personal information;
9. and consequential or indirect loss or damage whether foreseeable or otherwise.

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SMS Terms of Use (SMS includes, but is not limited to, messages sent via the internet on platforms such as WhatsApp or similar)

Please note the terms of use set out below. They are binding for all SMS's.

Please check this web page regularly for changes. The terms of use may change from time to time and without notice. The changed terms are also binding.

Please read the Terms of use carefully before using any of our other web pages.

a) Privacy policy

Your privacy is important to us.

Always ensure that we have your latest cell phone number, and alert us immediately if your cell phone has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy policy.

b) Disclaimer

Emerald will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

Emerald won't be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.



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All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, Emerald makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

c) Applicable law

The use of, and information appearing in SMS's is governed and interpreted in accordance with the laws of the Republic of South Africa.

d) Intellectual property rights

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without our written permission. You may not use the name of Emerald or our logo in any way without our prior written permission.

e) Breach

Emerald reserves the right to refuse to provide any SMS service if: (a) you breach any of these terms of use; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that you are conducting activities that are illegal or abusive, or put Emerald in disrepute.

f) Indemnity

You agree to indemnify and hold harmless Emerald – and our respective directors, officers, employees, agents, licensors, suppliers and any third party information providers – from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these terms of use.

Presumption and Indemnity Clause

The user of this site hereby indemnifies and holds Emerald harmless against all and any loss, liability, action, law suits, proceedings, costs, demands, and damages of all and every kind, (including but not limited to, 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 this website, or in the use of these services offered, information and/or images available on this website, whether due to Emerald's negligence or not.

Due to the lack of personal contact in online communication and transactions, Emerald relies exclusively on the correctness and accuracy of information submitted and the good faith of its online customers. Failure to provide honest, accurate and complete disclosure may lead to the annulment of policies.

Online customers must keep confidential their personal usernames and passwords, at all times. Emerald shall be entitled to presume the authenticity and validity of any online communication or transaction and that the online customer is the originator of such online communication or transaction where the username and password of that online customer is used to gain access to, view and/or engage in any activity or transaction or service offered on this website.



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The online customer hereby indemnifies Emerald, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which Emerald or any third party may incur as a result of reliance placed on any information, data and material furnished by a prospective policyholder or policyholder to Emerald.

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Emerald reserves the right to alter, restrict and/or terminate the services on its website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by the user if the user continues using the website. The obligation therefore will be on the user of this website to review these terms and conditions at regular intervals.

No warranties

While Emerald will take care to provide accurate information on the Emerald website, the information displayed on the Emerald website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, Emerald does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

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Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Emerald website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Emerald's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Emerald's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Emerald server (computer), or network connected to any Emerald server, or interfere with any other party's use of the Emerald website;
- Interfere with any content displayed on the Emerald website or attempt or gain unauthorised access (without Emerald's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Emerald server or any other part of the Emerald information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Emerald website or to gain access to information or any part of the Emerald information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the Emerald website, or any of the web pages which constitute the Emerald website, without Emerald's prior written consent;
- Frame the website or any of its pages without Emerald's prior written consent.



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Electronic transactions, communications, and records

When you communicate with Emerald by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Emerald. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Emerald satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to Emerald acting on the information communicated to Emerald electronically. You are responsible to ensure that Emerald has received the information communicated electronically.

You acknowledge and consent that Emerald, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Emerald will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Emerald.

Mobile access and use

You may access the Emerald website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of Emerald's website.

Children's Information

Emerald does not knowingly collect any Personal Identifiable Information from children under the age of 18. If you think your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

General

These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and the user of this website will submit to the jurisdiction of the South African courts.

Emerald's failure to exercise any particular right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

Cookies

Emerald's website does not make use of cookies.

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