



Terms and Conditions

1. About Us

1.1 www.Phonefinder.co.za ("the Website")

Phonefinder is an online cellular lead generation website, which enables users ("you, your") to enter their contact information on a single website, and have various companies ("participating network providers") call you back. www.Phonefinder.co.za ("We, Us, Our") only deal with reputable companies including but not limited to the network providers on the site, and by using the services you acknowledge and agree that we may submit your details to a variety of companies and/or brokers of Our choice. We provide a fully independent online service enabling you to compare products or services provided by third parties. That includes cell phone networks as well as Service Providers. We developed Phonefinder to assist you in finding deals that suit you. Our purpose is to cut through the clutter and confusion so that you can effortlessly find your perfect cellular solution. Our comparison service is free for you to use. There are no hidden costs included and we do not add any charge, fee or commission to products or services you compare.

To ensure quality to you and our provider, we only pass your information you voluntarily submitted through to certain providers, if you pass a credit vetting required by them. You hereby consent to such vetting process through the continued use of our site.

Should you not pass through the credit vetting process you hereby give us permission to pass your details on to a provider who may be able to assist you further in getting you the deal you require.

1.2 Our content

The content as displayed on the Website is provided directly to us from Our participating network providers. We do Our best to ensure Our content is as up to date as possible. We cannot however guarantee Our participating network providers have updated their deals, prices and offers nor can we guarantees their acceptance of you as a client and therefore cannot be held liable should such deals, prices, handsets and offers not be available to you.

1.3 1.3 Our Participating network service providers

The terms and conditions of Our participating network providers shall also apply to these term and conditions and are available on the URL's below:

- Cell C www.cellc.co.za
- Virgin Mobile www.virginmobile.co.za
- Vodacom www.vodacom.co.za
- MTN www.mtn.co.za
- 8ta www.8ta.com
- Nashua Mobile www.nashuamobile.co.za
- Altech Autopage Cellular www.autopage.co.za
- Real People www.realpeople.co.za



- Redbull Mobile www.redbullmobile.co.za
- Bayport www.bayport.co.za
- me&you mobile www.meandyoumobile.co.za
- AG Cellular www.agcellular.co.za

Should the content on Our site include any provider or network whose URL is not listed above please contact info@Phonefinder.co.za and we will send you the terms and conditions relevant to the provider or network.

2. Use Of Site

You may only use the Website to browse the content, enter legitimate information and shall not use the Website for any other purposes, including but without limitation to, the entering of any false or fraudulent information. You may only use The Website if you are an adult major (over 18 years of age) and therefore it is important to know that minors may not make use of The Website. The Website and the content provided therein may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. Please note further that Deep-linking, embedding or using analogous technology is strictly prohibited. Unauthorized use of the Website and/or the materials contained on the Website may violate applicable copyright, trademark or other intellectual property laws or other laws.

3. Our Rights

By not opting out of any digital communication from us and Our participating network providers, you give consent to Phonefinder, World Play, BMI, Dreamcall, JAG, 3Way Marketing, the participating network providers and Our partners to use your information for marketing purposes. You may receive communication from us via multiple channels, such as, but not limited to; Automated voice messages, SMS's, e-mail and inbound calls from us or Our participating network providers call centres. In the event that you opt out of this service/campaign, you will still be marketed to for other products/services, unless you decide to completely opt out of all marketing campaigns by registering on the National Do Not Contact List, which can be found on www.dmasa.org

We may: modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

Change these Terms and Conditions from time to time with or without notice to you, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change.

We will use Our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation should your use of any part of the Website be affected in anyway and or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond Our control.

4. Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to the Website. The information gathered through details submitted to the online



forms on the Website will not be used for anything other than that which is stated in these Terms & Conditions. Such gathered personal information may be re-used and stored by Us for a reasonable period and in order for the completion of any of Our related services, including inter alia any marketing and advertising of products by Ourselves. The Website may collect certain information about your visit, including but not limited to the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Website; the pages that you access while at the Website and the Internet address of the website that linked you directly to the Website. This information is used amongst other things to help improve the Website, analyze trends, and administer the Website.

If you have any questions or concerns about Our privacy policy, please send us E-mail to info@Phonefinder.co.za. Through your use of the Website, you signify your acceptance of Our Privacy Policy. Should you not agree to this policy, please do not continue to use the Website. Your continued use of the Website following the posting of changes to these Terms and Conditions (including but not limited to changes to the Privacy Policy) will be deemed as your acceptance of those changes. By registering at www.Phonefinder.co.za you provide your consent to allow us to communicate various messages relating to promotions, special offers, discounts and the like associated with the www.Phonefinder.co.za insurance lead generation engine. The form of communication may include, but are not limited to, electronic mail; mobile communications (SMS); and telephone calls.

5. Personal information collected from the user

The website www.Phonefinder.co.za collects the following user information: First Name, Surname, Email, Cell phone number and Telephone number, as well as any personal as required by Our network, participating network providers and other related partners.

6. How this information will be used

The purpose of the website www.Phonefinder.co.za is to generate enquiries of people who are looking for cellular related products. These enquires are then routed to the participating network providers call centres who subsequently calls the interested party and provides them with more accurate product info and quotes. We cannot be held liable if the relevant participating network providers does not contact you, accept the deal or quote you as to the cost or deal they had advertised on the site.

7. How we transfer data to third-party's

All data will be sent on to the participating network provider's call centres and or to other companies in order for them to supply the user with quotes and product information they have requested.

8. How to modify or delete this personal information or opt-out

In the event that you, a client, customer or browser wishes to change your, his or her information, he/she may call the various call centers and update them with their new personal details. Should you require contact details of the specific provider please e-mail



info@Phonefinder.co.za and we will do their best to help you or lead you to the correct contact.

Should you, a client, customer or browser wish to opt out to www.Phonefinder.co.za or their partner companies promotional material sent to you electronically, telephonically or via any other marketing method from time to time,, you will be given the opportunity to opt out via *inter alia* email or sms (short message service). Should you not be automatically opted out at this point please contact us at info@fonfinder.co.za and we will unsubscribe you immediately from all Our future promotional material.

9. Cookie Tracking

The Website may use cookie and tracking technology from time to time depending on, but not limited to, the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology, unless and in the instance that you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

10. Third Party Links

In an attempt to provide increased value to Our users, We may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and further accept that We do not endorse and are not responsible or liable in anyway whatsoever, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including but without limitation to, any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

11. Monitoring

We hold the right in Our sole and absolute discretion, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Terms and Conditions or complaints and take any action that We may deem appropriate which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, and/or the removal of any materials from the Website.

12. Law

The Terms and Conditions will be exclusively governed by and construed in accordance with the laws of the Republic of South Africa South Africa whose Courts will have exclusive jurisdiction in any dispute.

13. Electronic Communications

When you visit the Website or send e-mails to Us, You are communicating with Us electronically. Your Use of the Website shall be deemed your consent to receive



communications from Us electronically, which will allow Us to communicate with you via e-mail, sms or any other electronic means. You agree that all agreements, notices, disclosures and other communications that We provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

14. Intellectual Property

All content included on the Website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is Our property or the property of Our content suppliers and is protected by international copyright laws.

The compilation of all content on the Website is Our exclusive property and is protected by international copyright laws.

All software used on the Website is Our property or that of Our software suppliers and is protected by international copyright laws.

The trademarks, names, logos and service marks (collectively "Trademarks") displayed on the Website registered and unregistered Trademarks that belong to Us. Nothing contained on the Website, except as expressly stated in the Terms and Conditions, shall be construed by you as the granting of any license or right to use any Trademark without Our prior written permission. All rights in and to the Content and Trademarks are reserved and retained by Us and/or Our content suppliers. You further acknowledges that We and/or Our content suppliers are the proprietors of all the Content and Trademarks on the Website, whether it constitutes confidential information or not, and that the you hold no right, title or interest in any such material.

15. WARRANTIES AND GUARANTEES

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, AND/ OR PRODUCTS INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

THE PRICING AND DEALS AS REFLECTED ON THE SITE ARE SUPPLIED TO US DIRECTLY FROM THE PARTICIPATING NETWORK PROVIDERS AND WE CANNOT GUARANTEE THE ACCURACY THEREOF.

WE WILL SEND YOUR INFORMATION (AS VOLUNTARILY SUBMITTED BY YOU THROUGH THE ONLINE FORM) ONTO THE PARTICIPATING NETWORK PROVIDERS BUT CANNOT GUARANTEE THE APPROVAL BY A PARTICIPATING NETWORK PROVIDERS OF YOU AS A CLIENT NOR CAN WE GUARANTEE THE AVAILABILITY OF ANY OF THE DEALS, PRICES OR PHONES THAT ARE DISPLAYED ON OUR SITE. WE CANNOT THEREFORE BE HELD LIABLE FOR INACCURATE CONTENT ON OUR SITE AS PROVIDED BY OUR PARTICIPATING NETWORK PROVIDERS INCLUDING BUT NOT LIMITED TO DEALS, PRICES AND SPECIFIC HANDSETS.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE



LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

NEITHER US NOR OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, OR OUR SUPPLIERS, PARTICIPATING NETWORK PROVIDERS, PARTNERS OR PROVIDERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE). OUR LIABILITY OF AND THAT OF OUR DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, AND/ OR SERVICE PROVIDERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO R5 00.00.

16. GENERAL

We grant you a limited license to access the Website. This license does not permit any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

Please note it is Your responsibility to check the Website regularly to determine whether any changes have been made to the Terms and Conditions and Your continued use of the Website will be deemed Your acceptance of the Terms and Conditions. Through the use of Our Website You acknowledge that You submit all and/ or any of Your personal information willingly on Our Website and for the use of such information by Us.

The Website or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our prior written consent.

You may not frame or utilize framing techniques to enclose any Trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to Our affiliates and Us without Our prior written consent.