



EHD COMPONENTS 2005 PTY (LTD)
t/a ENGINE AND HEAVY DUTY COMPONENTS © 2009
Co. Reg No. 2005/019759/07

PRIVACY POLICY

KINDLY TAKE NOTE THAT THE FOLLOWING PRIVACY POLICY HAS REFERENCE TO THE LISTED URL ADDRESSES HEREUNDER AND THE USE OF ONE ADDRESS IS AS IF SAID USER HAS ACCESSED THE USE OF ALL ADDRESSES, NOTWITHSTANDING THE PASS-THROUGH OR REDIRECTION OF ONE ADDRESS TOWARD AND/OR AWAY FROM ONE ANOTHER AND AS SUCH HEREINAFTER TO BE COLLECTIVELY REFERRED TO AS "EHD.CO.ZA" (HEREINAFTER "THE WEBSITE") (BEING THE PRIMARY REGISTERED ADDRESS OF EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS):

- **ehd.co.za**
- **ehd2005.co.za**
- **ehd2005.com**
- **ehdcomp.co.za**
- **ehdcomp.com**
- **ehdcomponents.co.za**
- **ehdcomponents.com**
- **engineandheavyduty.co.za**
- **engineandheavyduty.com**

PREAMBLE

The intention for which this website, ehd.co.za, has been designed to market and promote the products and/or services, and in specific instances transact electronically via said website, with the registered users hereof and of the EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS (hereinafter "EHD COMPONENTS") on both a national and international level.

We here at EHD COMPONENTS understand the importance of protecting the personal and private data of our registered clients, a task which we here at EHD COMPONENTS take very seriously.

We have established and developed this privacy policy to explain how personal and private/company data is collected by ehd.co.za and how this information is used by the ehd.co.za to ensure that your visit to ehd.co.za is as easy as possible and that you remain informed, every step of the way.

WHEREAS this Privacy Policy is to be read and in conjunction with the EHD COMPONENTS' Terms and Conditions of Use and any terms and conditions and any other policies which may be found on the website (hereinafter collectively "the terms and conditions") which govern the use of the EHD COMPONENTS' website (hereinafter "the website") located at <http://www.ehd.co.za>.

AND WHEREAS in terms of Section 11 of the ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 and Common Law, this privacy policy and the terms and conditions contained herein are valid, binding and enforceable against all persons, authorised agents and/or representatives, and *inter alia* through vicarious liability and/or otherwise, who access to the EHD COMPONENTS website, via direct access, pointing, redirecting and/or pass-through of other world wide web pages and/or any part thereof for whatever intended purpose.

AND WHEREAS If the User does not wish to be bound by this privacy policy and/or these Terms and Conditions, the User may not access, display, use, download, disseminate and/or otherwise copy or distribute any of the Content obtained at and/or any form from the EHD COMPONENTS website.

AND WHEREAS the User, by his/her and/or it's registration as a User at ehd.co.za, thereby binds himself/herself to the terms and conditions thereof and hereto, of this privacy policy and that of the EHD COMPONENTS website Terms and Conditions.



AND WHEREAS any User may process your supplied personal data as is described in this privacy policy and/or in the terms and conditions of, *inter alia*, an agreement of goods and/or services rendered, having been specifically supplied upon request and/or voluntarily offered in any form of communication, via, *inter alia*, data message and/or otherwise.

AND WHEREAS the supplier of personal data on ehd.co.za thereby consent to the processing thereof by EHD COMPONENTS, within the country where same was collected and/or the country in which EHD COMPONENTS has its registered place of business as well as any other country (including the United States of America) where laws regarding processing of personal data may be less stringent and should a dispute arise, same such dispute will at all times be governed within the jurisdiction of the Republic of South Africa.

1. DEFINITIONS

In this agreement, unless where the parties hereto had specifically agreed to the alternative and/or where the context of this agreement indicates the contrary thereto, the following terminology, stated as hereunder, will have the following meaning/s:

- 1.1 **"Personal Information/Personal Data"** means information about an identifiable legal entity and/or individual, which includes, but is not limited to, *inter alia*, the following:
 - 1.1.1 information relating to the race, gender, sex, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the identifiable legal entity;
 - 1.1.2 information relating to the education or the medical, criminal or employment history of the individual or information relating to financial transactions and electronic transactions in which the identifiable legal entity has been involved;
 - 1.1.3 any identifying number, company registration number, symbol, or other particular assigned to the identifiable legal entity;
 - 1.1.4 the physical and postal address or employee physical or postal address;
 - 1.1.5 copies of or information relating to fingerprints and/or blood type of an individual;
 - 1.1.6 the personal opinions, views or preferences of the individual, except where they are about another individual or about a proposal for a financial grant, an award or a prize to be made to another individual or identifiable legal entity;
 - 1.1.7 correspondence sent by an identifiable legal entity that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence and the alike;
 - 1.1.8 the views or opinions of another individual about that individual or identifiable legal entity;
 - 1.1.9 the views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the individual, but excluding the name of the other individual where it appears with the views or opinions of the other individual; and
 - 1.1.10 the name of the individual or identifiable legal entity where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal information about the individual;
 - 1.1.11 but excludes information about an individual who has been deceased for a period exceeding 20 (twenty) years;

2. PRIVACY OF, ACCESS TO AND USE OF INFORMATION:

- 2.1 EHD COMPONENTS receives various types of information (hereinafter "information" and/or "personal data") from a User who accesses and/or registers themselves on the website;
- 2.2 EHD COMPONENTS will make every effort to protect any personal and/or private information which it has received and collected from the User. However the User hereby acknowledges and/or consents to the following:
 - 2.2.1 Despite all possible measures employed by EHD COMPONENTS, it is possible for web page communications to be intercepted by outside third parties; and



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- 2.2.2 That without the use of encryption techniques and/or systems, the internet is not a secure medium and privacy can never be totally assured; and
 - 2.2.3 Internet e-mail and messaging Platforms are vulnerable to interception from third parties and as such protection of privacy can never be totally protected and/or totally assured.
 - 2.3 EHD COMPONENTS will not be responsible for any damage suffered by a User and/or that a third party may suffer, as a result of the transmission, interactions and dissemination of confidential information, over and/or across an unsecured, unencrypted data stream or line or system, whether expressly or implicitly authorised by the User and/or as a result of any error/s in information displayed and/or data captured and is thereafter transmitted or circulated directly from or passed through the EHD COMPONENTS website;
 - 2.4 To ensure a full understanding and awareness of all the privacy and policy measures taken by EHD COMPONENTS, the User is strongly urged to take care in reading and understanding all the underlined policy clauses incorporated in these terms and conditions and read together with the associated terms and conditions for "the use of" the website, found at <http://www.ehd.co.za>;
 - 2.5 The User acknowledges that once it has registered with [ehd.co.za](http://www.ehd.co.za) and thereby concluded and completed an [ehd.co.za](http://www.ehd.co.za) Registration Form, that the User is no longer anonymous to EHD COMPONENTS and as such the User is thereafter identifiable;
 - 2.6 The following data/information is provided to EHD COMPONENTS on registration, being the following:
 - 2.6.1 User id;
 - 2.6.2 User chosen password;
 - 2.6.3 Order e-mail address;
 - 2.6.4 Invoicing and Delivery Address;
 - 2.6.5 If applicable VAT number;
 - 2.6.6 If applicable Company Registration number;
 - 2.6.7 If applicable Company Registered place of business;
 - 2.6.7 Payment system, Banking Details and/or the alike;
 - 2.6.8 Any further information which you, as the User, feel necessary to provide EHD COMPONENTS with, to assist in your identification;
 - 2.7 In order to combat fraud and money laundering EHD COMPONENTS will automatically record your IP-address upon registration and which takes place when a User is submitting personal data/information to the website and if so obligated to in terms of any applicable law, collect such necessary data as so obligated;
 - 2.8 In addition, when the User feels that it is necessary EHD COMPONENTS will be prompted to request payment profile information for the processing of credit card payments/electronic fund transfers, including your billing address and other necessary information to ensure the validity of the credit card/electronic fund transfer User and payment to further ensure that the User of such credit card/electronic fund transfer, is in fact, the holder of such credit card/transacting banking account and as such is fully authorised to use such credit card/transacting banking account;
 - 2.9 By registration with EHD COMPONENTS you, as the User, thereby consent to the verifying and validating of the domain from which your e-mail address and/or from where such an data message originates;
 - 2.10 It is your personal responsibility, as the User, to ensure that your EHD COMPONENTS id number/company registration number and account information together with your individual User Password is at all times kept secure and safe from unauthorised use thereof and as such EHD COMPONENTS will not be held liable for any misuse/unauthorised use of your registered account information;
 - 2.11 Any User registered with EHD COMPONENTS can at any stage remove any personal/private data from the active database by the unilateral cancellation of their individual EHD COMPONENTS profile and User account;
 - 2.12 EHD COMPONENTS does not intentionally gather personal data from visitors who are under the age of 13 (thirteen) years of age.



3. META DATA PRIVACY / PRIVACY

- 3.1 CASUAL SURFING/COOKIES AND PASSIVE DATA COLLECTION:
- 3.1.1 The User may visit the Website without providing any personal information;
 - 3.1.2 The website servers will, in all instances where the website has been accessed, collect IP addresses of the User's computer and/or where applicable the DNS addresses of respective gateways, however there will be no collection of e-mail addresses or any distinguishing information of individuals who casually surf the website;
 - 3.1.3 Any such data/information which has been collected is used to measure the aggregate, in number, of visitors and the average time spent at the website, and any restrictive pages viewed, which is used exclusively for marketing and advertising purposes;
 - 3.1.4 Any such information which has been collected shall be used to determine the average expected time use of the website and to determine areas requiring improvement of content and/or the like, to ensure the website remains updated and current;
 - 3.1.5 EHD COMPONENTS assumes no obligation to protect such personal and/or private information and may copy and/or distribute and/or otherwise use such information, at EHD COMPONENTS' sole discretion and without any notice and/or limitation thereto;
 - 3.1.6 EHD COMPONENTS automatically receives and records information regarding the EHD COMPONENTS cookie packages stored on each IP-address, of surfers visiting the site;
- 3.2 CHILDREN UNDER THE AGE OF THIRTEEN:
- 3.2.1 EHD COMPONENTS does not knowingly collect or solicit personal information from any one under the age of 13 (thirteen) or knowingly allow such person to register on the site;
 - 3.2.2 If you are under the age of 13 (thirteen), please do not attempt to register for any services rendered by EHD COMPONENTS and/or send any of your personal information, about yourself or your family to us, including your name, address, telephone number or e-mail address;
 - 3.2.3 No individual under the age of 13 (thirteen) years may provide any personal information to or on the EHD COMPONENTS website and in the event that we learn that we have inadvertently collected such personal information from a child under the age of 13 (thirteen), without verification of parental consent, we will immediately and/or without unreasonable delay, delete and/or otherwise remove such information off our network;
 - 3.2.4 If you believe that we might have unknowingly received information from or about a child under the age of 13 (thirteen) years of age kindly contact our offices with such relevant information as soon as is possible, to assist us in ensuring that such circumstances do not unreasonably arise;

5. USE OF INFORMATION OBTAINED BY THE NETWORK AND/OR PROVIDER:

- 5.1 When the User registers on the EHD COMPONENTS Platform each User creates his or her own profile together with supplying information regarding, including but not limited to, *inter alia*, the User's name, e-mail and any further information needed to transact with EHD COMPONENTS;
- 5.2 The e-mail address supplied by the User will occasionally be used to send notifications regarding new services and/or new products offered by EHD COMPONENTS and which EHD COMPONENTS believe may be to your benefit, to which by registration the User consents thereto and as such any communication hereafter by EHD COMPONENTS to the registered User will not be regarded as any form of Spam;
- 5.3 The User may at any time, by way of data message/electronic communication, unsubscribe from such promotional communications, to which EHD COMPONENTS undertake to update its records within 48 (FORTY EIGHT) hours after having received such specific notification;



- 5.4 A registered Users profile and the information contained therein is used by EHD COMPONENTS primarily to be presented back to and edited by the individual User when each individual User accesses the services and/or procures products from the site and to assist with any electronic transaction;
- 5.5 EHD COMPONENTS will send the User service related messages, from time to time, through the general operation and use of the website;
- 5.6 EHD COMPONENTS may use information in the User's profile without specifically identifying an individual to third parties, for the purposes of personalised advertising and promotions which can be provided to you, we at Provider believe that such personalised advertised and promotions benefit the User so that the User can become more aware of the world around him/her and in order to allow the User to take advantage of any and all possible future business and personal benefits;
- 5.7 EHD COMPONENTS may use information about the User which is collected from other sources, including but not limited to, *inter alia*, newspapers and internet sources such as blogs, instant messaging services, EHD COMPONENTS website developers and other Users of EHD COMPONENTS website, to supplement the Users profile, should same be required.

6. SHARING YOUR INFORMATION WITH THIRD PARTIES

- 6.1 The EHD COMPONENTS may need to provide personal data to third parties to deliver specific services to you (such as hosting services, support services, credit card payment processing), notwithstanding the intention of EHD COMPONENTS to make your information available to be shared with third parties viewing and/or surfing the website and where EHD COMPONENTS products and services may be required by such private third parties;
- 6.2 These third parties are not required to disclose the User's personal and/or private information and/or data other than what is required to provide the services as requested by EHD COMPONENTS profile and/or indirectly by the User to perform such tasks;

7. LINKS

- 7.1 EHD COMPONENTS may contain links to other websites of which EHD COMPONENTS takes no responsibility for the privacy policies of such other websites and that this Privacy Policy solely applies to information which is collected by EHD COMPONENTS;

8. THIRD PARTY ADVERTISING / DATA COLLECTION

- 8.1 Advertisements that appear on ehd.co.za are sometimes delivered (or "served") directly to Users by third party advertisers, and by the User connection to such advertiser's advertisements the website automatically collects your IP address;
- 8.2 Third party advertisers may also download cookies to your computer, or use other technologies such as JavaScript and "web beacons" (also known as "1x1 gifs") to measure the effectiveness of their ads and further to personalise their advertising content;
- 8.3 By allowing these advertising networks to recognise your computer, each time they send you an advertisement, same is used to measure the effectiveness of their ads and to personalise, where ever possible their advertising content;
- 8.4 In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are being clicked on and thereby attracting possible consumers; '
- 8.5 EHD COMPONENTS do not have the access to or control over these types of cookies, that may be placed by the third party advertisers onto your system and as such can not accept any liability for the use and/or misuse of the data collected thereby;
- 8.6 Third party advertisers have no access to your contact information stored on ehd.co.za unless you choose to share it with them;
- 8.7 This privacy policy covers the use of cookies by EHD COMPONENTS and does not cover the use of cookies or other tracking technologies by any of its advertisers.

9. EDITING AND/OR REMOVING PERSONAL DATA/INFORMATION

- 9.1 Access and control over most of your personal information on ehd.co.za is readily available through your EHD COMPONENTS profile;



- 9.2 Ehd.co.za Users may modify or delete any of their profile information at any time by logging into their account and effecting such necessary changes;
- 9.3 The information so changed will be updated immediately and/or within a reasonable time, being without undue delay;
- 9.4 Any individuals who wish to deactivate their ehd.co.za account may do so on their respective profile page or by sending an email to ehd@ehd.co.za;
- 9.5 Any removed information may re-occur in any backup copies of the live website, for a reasonable period, however will not be readily available to other members of EHD COMPONENTS;

10. WEBSITE USAGE SECURITY

- 10.1 EHD COMPONENTS takes all reasonable and appropriate precautions to ensure the protection of our Users' information, from being disseminated to external and/or unauthorised third parties;
- 10.2 The User's account and personal information is located on a secured server behind a firewall;
- 10.3 As a result of email and instant messaging not being recognised as secure communications, we request that you do not send private information to us via email or instant messaging services. If you have any questions about the security of the EHD COMPONENTS website, please contact us at ehd@ehd.co.za;

11. DISPUTE RESOLUTION, NOTICES AND REVISIONS

- 11.1 The use of www.ehd.co.za by the User and any dispute/s arising from such use is subject to this Privacy Policy and the interrelated Terms and Conditions of the use of EHD COMPONENTS website;
- 11.2 As such, all dispute resolution provisions including arbitration, limitation/mitigation of damages, jurisdiction and choice of law are governed by these documents, as amended from time to time;
- 11.3 EHD COMPONENTS reserves the right to change this Privacy Policy and its Terms and Conditions of Use at any time, on condition that:
 - 11.3.1 Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30(THIRTY) days from date any such change being posted on the EHD COMPONENTS website;
 - 11.3.2 If EHD COMPONENTS makes changes same will be indicated at the top of this page, indicated by the policy's new effective date;
- 11.4 We encourage the User to refer to this policy on an ongoing and/or regular basis to ensure that the User understands our current privacy policy and is kept abreast of any changes hereto;
- 11.5 Unless stated otherwise herein, our current privacy policy applies to all information that EHD COMPONENTS has about any current and/or past User of the website together with any pre-existing registered profiles.

12. JUDICIAL ENFORCEMENT

- 12.1 EHD COMPONENTS will disclose any Personal Data of its Users, if so required by a subpoena, mandatory interdict, and/or other judicial and/or administrative order, where so required by the applicable law; or
- 12.2 Where EHD COMPONENTS, at its sole discretion and/or where it is deemed necessary to protect the safety of any individual or the general public or to prevent violation of our Terms and Conditions or the rights of EHD COMPONENTS or any third party.

13. AFFILIATES

- 13.1 This policy is applicable, to EHD COMPONENTS, parent company, subsidiaries, joint ventures, or other companies under its common control (collectively, "affiliates"), it may in the future be associated with;



13.2 In which case EHD COMPONENTS may share some of all private Data with these affiliates, in which case we will seek to require our affiliates to honour the full applicability of this Privacy Policy, as amended from time to time.

14. CHANGE OF CONTROL AND/OR OWNERSHIP

14.1 In the event of a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, EHD COMPONENTS reserves the right to transfer all the User information, including email addresses, to such separate entity;

14.2 EHD COMPONENTS will where ever reasonably possible notify the Users (via a posting on this site or email (in EHD COMPONENTS' sole discretion) of such a transfer, and Users may choose to modify their registration information at that time. This means if you are concerned about your Personal Data migrating to a new owner, you can de-activate or delete your account.

15. PREVENTION OF SPAM, PHISHING AND ALIKE

15.1 Users are prohibited from engaging in any activity involving the sending of email/s in violation of applicable law regarding the sending, collection and/or disseminating of spam;

15.2 Any violations of these policies may result in immediate termination of service and legal action against any individuals, directly and/or indirectly associated and responsible for spamming, (hereinafter "spammers");

15.3 Any unauthorized use of EHD COMPONENTS computer systems is a violation of the Terms and Conditions hereof and certain laws (where applicable) and the appropriate law in other jurisdictions may result of immediate termination of service and legal action against any individuals, directly and/or indirectly associated and responsible for such unauthorised use;

16. INTERNATIONAL USERS

16.1 By visiting the EHD COMPONENTS website you acknowledge and agree that due to the international dimension of the internet we may use the data collected in the course of our relationship for the purposes identified in this Privacy Policy or in our other communications with you, including the transmission of information outside your resident or domiciled jurisdiction;

16.2 Notwithstanding the above, please understand that such data may be stored on servers located in South Africa where laws protecting Personal Data may not be as stringent as the laws in your jurisdiction;

16.3 By providing us with your data, you consent to the transfer of such data.

15. CONTACTING THE WEB SITE

15.1 If you have any questions about this privacy policy, please contact us at ehd@ehd.co.za;

15.2 The EHD COMPONENTS website is owned and managed by EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS, a Private Company duly registered in terms of the Companies Act 61 of 1973 with registration number: 2005/019759/07, with Physical business address: CNR. OF HUBERT AND MARSHALL STREETS, MARSHALLTOWN, JOHANNESBURG, 2001, P.O. BOX 6541, JOHANNESBURG, 2000 telephone and fax number/s: Tel: (011) 870 5000, Fax: (011) 836 0474
