

WEBSITE TERMS AND CONDITIONS AND PRIVACY POLICY

Publication Date: 19 August 2022

1 DEEMED ACCEPTANCE

1.1 By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out herein.

1.2 If the User does not wish to be bound by the Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute the Content or the Website.

2 INTERPRETATION

2.1 In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context –

2.1.1 “**Business Day**” means any day which is not a Saturday, Sunday, or a public holiday;

2.1.2 “**Content**” means any and all content displayed on the Website, the Portal, or the Online Profiles at any given time, and shall include (but shall not be limited to) confidential information, client lists, literary works, marketing and business information, musical works, artistic works, sound recordings, cinematograph films, sounds and television broadcasts, program-carrying signals, proprietary works, published editions and computer programs, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations and software;

2.1.3 “**Intellectual Property**” means rights in and in relation to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), rights in get-up, copyright (including rights to derivative works), database, domain name, circuit, design, and/or utility model, and including in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, registered or unregistered;

2.1.4 “**Online Profiles**” means PPA’s social media and other profiles (including but not limited to its Facebook page, Instagram account, Twitter feed), and Content thereon;

2.1.5 “**Owner(s)**” means PPA or any third-party owner(s), as the case may be, of the proprietary rights in and to the Content;

- 2.1.6 “**Portal**” means the online portal on the Website through which the User may register with PPA, and where the User’s membership can be accessed;
- 2.1.7 “**PPA**” means the Pedal Power Association, a common law association with limited liability and separate legal personality;
- 2.1.8 “**Terms and Conditions**” means the terms and conditions applicable to the use of the Website as set out herein, which is constituted of these terms and conditions and the privacy policy attached as **Annexure A**, as amended from time to time;
- 2.1.9 “**User(s)**” means any person or entity using the Website; and
- 2.1.10 “**Website**” means the website owned and maintained by PPA, or through which PPA makes information relating to its events and services available to Users, including but not limited to the website located at the domain name <https://pedalpower.org.za/>, the Portal, and any Online Profiles operated by or on behalf of PPA in the future, including the Content thereon.
- 2.2 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of these Terms and Conditions shall not apply.
- 2.3 These Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.4 Expressions defined in these Terms and Conditions shall bear the same meanings in any annexure hereto which does not contain its own definitions.

3 INTRODUCTION

This document sets out the Terms and Conditions of PPA pertaining to the access and use of the Content, the Portal, information, products, services, and functions provided on the Website.

4 CONTENT

PPA reserves the right to –

- 4.1 refuse services, suspend or terminate a User’s access to the Website or the Portal, and remove or edit the Content at its sole discretion;
- 4.2 claim damages from any User who does not comply with these Terms and Conditions;
- 4.3 make improvements, change, or discontinue, without notice, any aspect or feature of the Website and Content;

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PO Box 665, Rondebosch 7701, Cape Town, South Africa | 9 Hill Park Lane, Mowbray, Cape Town, 7700

PBO Reference Number: 18/11/13/2410

- 4.4 change and amend the products, prices, and rates quoted on the Website, from time to time without notice to the Users; and
- 4.5 use the services of third parties to provide information on the Website.

5 USAGE RESTRICTIONS

The User hereby agrees that it will not itself, nor through a third party –

- 5.1 should the User be a minor (i.e. under the age of 18), be entitled to respond to or otherwise accept or act upon any invitations to do business on the Website;
- 5.2 use the Website for any purposes other than in respect of obtaining further information in respect of PPA or its affiliates;
- 5.3 use the Website or any of the Content for or in conjunction with any illegal, unlawful, or immoral purpose or as prohibited by the provisions hereof;
- 5.4 use the Website for any purpose other than personal, non-commercial, and information purposes;
- 5.5 engage in any activity intended to entice, solicit or otherwise recruit Users to join an organisation, except where such activities are expressly authorised in writing by PPA;
- 5.6 take action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent the User's affiliation to any person, or otherwise manipulate or disguise the origin of anything posted or transmitted electronically to PPA, whether on or through its Website, or otherwise;
- 5.7 modify, access, or make available any Content other than as made available by PPA;
- 5.8 remove any identification, trademark, copyright or other notice from the Website;
- 5.9 violate the privacy of any person, or attempt to gain unauthorised access to the memberships and/or services rendered by PPA;
- 5.10 use, copy, adapt, redistribute or modify the Content or any part thereof or frame, "mirror", data-mine (by way of but not limited to, robots, crawlers or other similar programs) or cache the Website or reverse engineer, copy, modify, re-distribute, decompile, or create a derivative work of the Website or PPA's software, or any part thereof;
- 5.11 use the Website in a manner that may infringe the intellectual property rights or other proprietary rights of others, including the transmission of pirated software;

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- 5.12 use the Website in any manner which could damage, impair, overburden, or disable the Website or interfere with any User's use or enjoyment of the Website;
- 5.13 use the Website to transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 5.14 use the Website or Online Profiles to post or transmit, by means of listings, reviews, comments, suggestions, ideas, question, or otherwise, anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexuality explicit, or which carries child pornography, religious or racial slurs, which can be construed as racially, ethnically, or otherwise objectionable in any way, or threatens or encourages bodily harm or the like, or which may violate any person's personality rights;
- 5.15 frame, nor use framing technologies to enclose the Website, without the express written consent of PPA (and the Owner where applicable); and
- 5.16 gather electronic mail addresses and/or names for commercial, political, charity or like purposes or collect or attempt to collect personal information about third parties without their knowledge or consent.

6 LINKED SITES

- 6.1 The Website may contain links to other websites that are not controlled or maintained by PPA.
- 6.2 While PPA attempts to include only links to those sites which are in good taste and safe for Users, the User agrees that PPA will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.
- 6.3 The use of linked websites is at the User's own risk. PPA encourages all Users to read the terms of use of such other websites. Any inclusion of such links on the Website does however not imply PPA's endorsement of the linked site nor the content thereof.
- 6.4 PPA reserves the right to disable links from third party sites to PPA' Website, and *vice versa*.

7 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Content is provided by the Owners.
- 7.2 All right title and interest in and to the Content vests with the Owners or their licensors. Nothing in these Terms and Conditions shall be construed as granting a User any right, title,

or interest in the Content, other than to use the Content in accordance with these Terms and Conditions.

- 7.3 Except as specifically provided herein or elsewhere on the Website, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity.
- 7.4 PPA reserves the right (at its sole discretion) to make changes to the Website, or to products or services offered by it at any time, with or without notice to the User.
- 7.5 No User may add, delete, distort, or otherwise modify the Content. Any unauthorised attempt to modify any Content, to defeat or circumvent PPA' security features, or to utilise the Website for any purpose other than its intended purpose is strictly prohibited.

8 LIMITATION OF LIABILITY AND DISCLAIMERS

- 8.1 PPA does not warrant that the Website, Content, information, or downloads shall be error-free or that they shall meet any particular criteria, performance, or quality. PPA expressly disclaims all implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.
- 8.2 **Subject to section 43(5) and 43(6) of the Electronic Communications and Transactions Act No. 25 of 2002 ("ECTA"), if applicable, and to the extent permitted by law, the Content, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors, and PPA shall not be held liable for any damage, loss or liability of any nature whatsoever, howsoever caused.**
- 8.3 PPA makes no warranties or representations as to the availability, accuracy or completeness of the Website, or any third-party content accessible via the Website.
- 8.4 **PPA shall not be held liable or responsible for any direct or indirect, special, consequential, or other damage of any kind whatsoever suffered or incurred by the User, related to the use of, or the inability to access or use, or reliance on the Website or the Content or any functionality thereof, or of any linked website, including any claims arising from negligence.**
- 8.5 **The User indemnifies, holds harmless and expressly exempts and releases PPA from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the use of the Website or the Portal.**

8.6 **The User waives and abandons any and all liabilities and claims of any nature whatsoever, howsoever arising, which he might have against PPA, and releases PPA against any and all liability and claims that may arise or accrue to the User.**

8.7 The use of the Content is at the User's sole risk.

8.8 PPA shall not be held liable for any errors or omissions in any of its promotional material, publications and documentations (including any such material, information, publications and documentation made available in digital or electronic media format).

8.9 The prices of products and services may vary from the prices displayed on the Website. PPA will aim to keep the prices current and updated but cannot guarantee that the prices displayed on the Website are always correct.

9 NON-ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise on the Website does not necessarily constitute or imply its endorsement, recommendation, or favouring by PPA.

10 ACCESS TO AND USE OF INFORMATION

10.1 It is possible for internet-based communications to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured. Email is vulnerable to interception and forging.

10.2 All credit card and debit order information obtained by PPA will be used for billing purposes only and will otherwise be kept strictly confidential.

10.3 To ensure acquaintance with and awareness of the privacy measures and policies of PPA, the User is urged to read and understand the underlying privacy clauses attached as **Annexure A** to these Terms and Conditions.

11 GENERAL

11.1 The Website is controlled, operated and administered by PPA from its offices as set out in clause 13.1.3 below.

11.2 PPA makes no representation that the Website and the Content thereon are appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the Content is illegal is prohibited. If the User accesses the Website from

locations outside of the Republic of South Africa, that User is responsible for compliance with all such local laws.

12 DISPUTE RESOLUTION

- 12.1 PPA may demand that a dispute be determined in terms of this clause 12 by written notice given to the other Party in accordance with the Expedited Rules (“**Rules**”) of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 12.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 12.3 The User hereby consents to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 12.4 The arbitration shall be held –
- 12.4.1 at Cape Town;
- 12.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
- 12.4.3 otherwise in terms of the Arbitration Act, No. 42 of 1965 (“Arbitration Act”), unless otherwise provided for herein.
- 12.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years’ standing, appointed by Privacy Policy between the Parties to the dispute, subject to clause 12.6.
- 12.6 Should the parties fail to agree on an arbitrator within 14 days after the giving of notice in terms of clause 12.1, the arbitrator shall be appointed by the chairperson of the cape bar council (or by AFSA if the cape bar council no longer exists), at the request of either party to the dispute.
- 12.7 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court, at the instance of any of the parties to the dispute. The Parties hereby consent to the jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in respect of the proceedings referred to in clause 12.7.

- 12.8 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 12.9 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 12.1 shall be resolved strictly in accordance with the provisions of this clause 12. The Parties accordingly agree and undertake as follows -
- 12.9.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 12.9.2 that it shall not make any application to court as contemplated in terms of section 20(1) of the Arbitration Act; and
- 12.9.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

13 ECT REQUIREMENTS

- 13.1 In accordance with the disclosure requirements of ECTA and the Promotion of Access to Information Act 2 of 2000, PPA makes the following information available to the User -
- 13.1.1 **Full name:** Pedal Power Association
- 13.1.2 **Legal status:** common law association with separate legal personality
- 13.1.3 **Physical Address:** 9 Hill Park Lane, Mowbray, Cape Town, 7700
- 13.1.4 **Website Address:** <https://pedalpower.org.za/>
- 13.1.5 **Telephone number:** 021 671 6340
- 13.1.6 **Email address:** info@pedalpower.org.za
- 13.1.7 **Description of the main characteristics of the goods or services offered by PPA:** Promotion and hosting of cycling events and safe cycling for the benefit of its members.

14 BREACH & TERMINATION

Failure to comply with these Terms and Conditions constitutes a material breach upon which the User is permitted to use the Website, and may result in PPA taking all or any of the following actions –

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- 14.1 immediate, temporary or permanent withdrawal of the User's right to use the Website;
- 14.2 immediate, temporary or permanent removal of any Content uploaded by the User to the Website;
- 14.3 issue a warning to the User;
- 14.4 obtain an order against the User for specific performance, with or without claiming damages;
- 14.5 claim such damages as it may have suffered in lieu of specific performance together with all amounts owing under or in terms of this Privacy Policy; and/or
- 14.6 disclosure of such information to law enforcement authorities, as deemed necessary in PPA' sole discretion.

15 AMENDMENT OF THE TERMS AND CONDITIONS

- 15.1 The Owner reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in part) of the Terms and Conditions from time to time.
- 15.2 Any changes to these Terms and Conditions will become effective upon such changes being posted on the Website.
- 15.3 **The onus rests on the User to periodically check the Terms and Conditions on the Website for any changes or updates therein contained.**
- 15.4 The User's continued use of the Website following the posting of any amendments by PPA shall be considered notice of the User's acceptance to abide by, and be bound by the Terms and Conditions, including any amendments hereto.

PPA PRIVACY POLICY

PPA respects the User's privacy and is committed to protecting it. PPA has a legal duty to protect any Personal Information or data collected from the User. This Privacy Policy sets out the ways in which the User's Personal Information is obtained and stored by PPA, and the conditions on which PPA may use that data and information.

1 INTERPRETATION

1.1 In this Privacy Policy, unless inconsistent with or otherwise indicated by the context –

1.1.1 “**Parties**” means the User and PPA, and “**Party**” means either one of them as the context may indicate;

1.1.2 “**Personal Information**” means information relating to the User, including but not limited to (i) views or opinions of the User or of another individual about the User and (ii) information relating to the User's race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth; education, medical, financial, criminal or employment history; names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a User, account or client number, password, pin code, numeric, alpha, or alpha-numeric design or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment; blood type, fingerprint or any other biometric information; personal opinions, views, or preferences; correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and corporate structure, composition and business operations (in circumstances where the User is a juristic person) irrespective of whether such information is in the public domain or not;

1.1.3 “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, testing of, retrieval, alteration, consultation or use, dissemination by means of transmission, distribution or making available in any other form by electronic communications or

other means, or merging, linking, blocking, degradation, erasure, or destruction, and
“**Process**” has a corresponding meaning;

1.1.4 “**Privacy Policy**” means the privacy policy set out herein;

2 SECURITY

2.1 PPA does not warrant that the Website is completely secure, although PPA shall use all reasonable endeavours to keep any Personal Information safe.

2.2 In order to provide adequate security to all Users of the Website and to monitor activities prohibited under law the User hereby agrees to PPA’s appointed service providers’ right to intercept, monitor, block, read, delete, or access all data sent to the Website or any other communication facility provided by PPA.

2.3 PPA cannot guarantee that documents or files downloaded from the Website (if applicable) will be free from viruses and PPA does not accept any responsibility for any damage or loss caused by any virus. **The User hereby indemnifies PPA and its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage the Website, infrastructure, or the service provider’s infrastructure.**

3 PERSONAL INFORMATION

3.1 The User hereby agrees that by submitting Personal Information to PPA or by using the Website, the User consents to the Processing of Personal Information submitted to PPA in accordance with this Privacy Policy.

3.2 General

3.3 PPA shall –

3.3.1 only Process Personal Information in accordance with the applicable laws and in terms of this Privacy Policy;

3.3.2 not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and staff) other than authorised personnel or third parties who require access to such Personal Information strictly in order for PPA to operate the Website or to provide services to the User, unless the User has provided its prior written permission to do so to PPA;

- 3.3.3 ensure that all persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information; and
- 3.3.4 take appropriate, reasonable, technical, and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.

3.4 Information collected by PPA

The User agrees that PPA may collect, store and use the following information –

- 3.4.1 information about the User's computer and about the User's visits to and use of the Website (including but not limited to the User's internet protocol address, geographical location, browser type, referral source, length of visit and number of page views);
- 3.4.2 information that the User provides for the purpose of registering on the Website or as a member of PPA;
- 3.4.3 information provided for the purpose of the User's profile on the Portal;
- 3.4.4 any other information that the User chooses to input on the Website, including but not limited to information Processed after login to the portal on the Website or information submitted through the Website; and
- 3.4.5 information that other users share about the User.

3.5 Cookies

- 3.5.1 Cookies may be used by PPA to understand the Users better. Cookies allow PPA to understand who has seen which pages and advertisements, in order to determine how frequently particular pages are visited, and to determine the most popular areas of the Website.
- 3.5.2 The User is entitled to adjust its browser so that cookies are not accepted. Should the User do this, he/she will still be able to browse the Website, but the functions that allow the User to access an existing account or page that requires a username or password, may not be available.
- 3.5.3 Cookies do not contain Personal Information. PPA does not exchange cookies with any third party websites or external data suppliers.

3.6 Use of Personal Information

- 3.6.1 Personal Information submitted on the Website or by any other communication will be used for the purposes specified herein.
- 3.6.2 The User hereby consents to the use of his/her Personal Information to allow PPA to –
- 3.6.2.1 register the User through the Portal, and to subsequently provide the User with access to the courses on the Website;
 - 3.6.2.2 administer the Website;
 - 3.6.2.3 improve User experience by personalising the Website;
 - 3.6.2.4 carry out obligations arising from any contracts entered into between the User and PPA, insofar as it is applicable;
 - 3.6.2.5 notify the User about changes to the services provided;
 - 3.6.2.6 send the User email notifications as requested by the User;
 - 3.6.2.7 provide the User with information, products and services relating to the information, products or services of PPA, which PPA thinks may be of interest, by email or similar technology. **The User is entitled to inform PPA at any time if the User does not wish to receive marketing communication;**
 - 3.6.2.8 provide third parties with statistical information about the Website users, which information will not include Personal Information;
 - 3.6.2.9 deal with enquiries and complaints made by or about a User relating to the Website or Content; and
 - 3.6.2.10 use the information for such other things as may be required by PPA, or may be ancillary to, the administration of the Website or the provision of its services.
- 3.6.3 It is the User's responsibility to obtain the necessary consent from a third party prior to submitting a third party's Personal Information to the Website, **and the User accordingly warrants that any such consent has been obtained in respect of any Personal Information uploaded by the User, the following being applicable thereto –**

3.6.3.1 **the User shall provide the aforementioned consents (insofar as it may be applicable) to PPA within 5 Business Days of receipt of a written demand from PPA to that effect; and**

3.6.3.2 **the User hereby indemnifies PPA and holds it harmless against any claims, damages, or losses as a result of the User's failure to obtain the aforementioned consents from the third parties.**

3.6.4 PPA stores Personal Information and other data for as long as it is necessary to provide products and services to the User and others, including those described above. Personal Information will be destroyed once it has become obsolete, unless PPA is required to retain it in terms of any applicable laws.

3.7 Disclosures

3.7.1 PPA may disclose information about the User to any of its employees, officers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes as set out herein and to enable PPA to provide its products and services and conduct its business in respect of its members.

3.7.2 In addition, PPA may disclose information about the User -

3.7.2.1 to the extent required to do so by law;

3.7.2.2 in connection with any legal proceedings or prospective legal proceedings;

3.7.2.3 in order to establish, exercise or defend its legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and

3.7.2.4 to the purchaser (or prospective purchaser) of any business or asset, which PPA contemplates selling, to the extent required.

3.8 Notification of a Personal Information security breach

3.8.1 PPA shall –

3.8.1.1 notify the User in writing, immediately if it becomes aware or has reasonable grounds to believe that the Personal Information of a User has been accessed or acquired by an unauthorised person, and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;

- 3.8.1.2 as soon as reasonably possible thereafter, engage with any persons who may be appointed by PPA to discuss the security breach, to report all relevant facts relating to the compromise and steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise; and
- 3.8.1.3 provide the User with details of the Personal Information affected by the compromise, including but not limited to, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information.
- 3.8.2 Immediately upon notifying the User as set forth in clause 3.8.1, PPA shall –
- 3.8.2.1 at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information;
- 3.8.2.2 implement all measures reasonably necessary to restore the integrity of its information system; and
- 3.8.2.3 notify all affected Users.

4 USER'S RIGHTS

- 4.1 The User has the right to decide which Personal Information is kept about the User. PPA shall provide the User with (free of charge) confirmation whether or not it holds Personal Information about the User and with further details regarding the Personal Information so held (if applicable). If the User is concerned that any of the information so held is incorrect, please contact PPA immediately. **The User is further entitled to request that any such information be deleted or the use thereof restricted.**
- 4.2 The User is entitled to instruct PPA not to utilise the User's Personal Information for direct marketing purposes or in any further manner by emailing PPA at any time to the following email address: info@pedalpower.org.za.

5 GENERAL

5.1 Communication, dispatch and receipt

5.1.1 Data messages sent from PPA to the User is deemed to be received when the complete message is outside the control of PPA' systems (at the time it has left such system).

5.1.2 Data messages from the User to PPA' are only deemed to be received by PPA' when PPA respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by PPA to the contrary.

5.2 Attribution of data messages to originator

The User hereby agrees and warrants that the data message sent under his/her login credentials (i.e. username and password), was sent by the User or a person that had authority to act on his/her behalf in respect of the data message.

6 COMPLAINTS

Users may use the email address provided in clause 4.2 to lodge applicable complaints or concerns in respect of this Privacy Policy.