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TIC 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 web-site.

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

For a more comprehensive understanding of TIC's application of the Protection of Personal Information Act No. 4 of 2013 please refer to the Consent to Process Personal Information document on the website.

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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;
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;
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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

TIC 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.

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

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, TIC 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.

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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 TIC or our logo in any way without our prior written permission.

e) Breach

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

f) Indemnity

You agree to indemnify and hold harmless any member of the TIC group – 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 TIC 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 web-site, whether due to TIC's negligence or not.

Due to the lack of personal contact in online communication and transactions, TIC 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. TIC 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 web-site.

The online customer hereby indemnifies TIC, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which TIC 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 TIC.

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- Interfere with any content displayed on the TIC website or attempt or gain unauthorised access (without TIC'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 TIC server or any other part of the TIC information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the TIC website or to gain access to information or any part of the TIC 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 TIC website, or any of the web pages which constitute the TIC website, without TIC's prior written consent;
- Frame the website or any of its pages without TIC's prior written consent.

Electronic transactions, communications, and records

When you communicate with TIC 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 TIC. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by TIC 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 TIC acting on the information communicated to TIC electronically. You are responsible to ensure that TIC has received the information communicated electronically.

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

Any email communication (including but not limited to Sms's messages sent via data for example Whatsapp) 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 TIC.

User ID and password

If you subscribe to a service or product provided on the TIC website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying TIC immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by TIC or a third party due to someone other than you using your user id and/or password.

Mobile access and use

You may access the TIC 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 the TIC website.

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.

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

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TIC engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about TIC customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers.

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Access to Information Act

Click here for the Access to Information Act manual.

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