

RAIN International SA Disclaimer and Privacy Statement

This is the Privacy Policy of RAIN International SA.

Our Physical Address is:

Bosloerie Street
(Near Elgin Road)
Kempton Park 1619
South Africa

Our Postal Address is:

P.O. Box 648
Edenvale
1610
South Africa

◆ **eMail Disclaimer:**

- Information contained in eMails you may receive from RAIN International SA (anything referred to hereafter as RAIN International SA, implies RAIN International SA) is confidential and is intended solely for the addressee.
- Access to eMails sent by RAIN International SA by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on this is prohibited and may be unlawful. Please refrain from reading it and notify us immediately by telephoning [011.391.2331](tel:011-391-2331), so we may co-ordinate with you the erasure of the message.
- All reasonable steps are taken to ensure the accuracy and integrity of information and data transmitted electronically and to preserve the confidentiality thereof.
- No liability or responsibility whatsoever is accepted by RAIN International SA if information or data is, for whatever reason, corrupted, altered, disseminated or does not reach its intended destination.
- Although eMails and their attachments sent by us are believed to be free of any virus or other defect, it is the responsibility of the recipient to ensure that they are and remain virus-free, and no responsibility is accepted by RAIN International SA for any loss or damage arising from receipt or use thereof.

◆ **Privacy Statement:**

- The purpose of RAIN International SA website is to take advantage of Internet Technology to enable RAIN International SA to interact with visitors in a personalized way without forfeiting the privacy of the visitor. As such, privacy is at the core of RAIN International SA website. This statement outlines our privacy policy and its terms are incorporated into this Statement. We welcome your input about our policy. [Give us your feedback HERE...](#)
- About Us. All information that may be collected as a result of your interaction with RAIN International SA website will be controlled by RAIN International SA and its Service Providers, all based in South Africa. RAIN International SA and its Service Providers may transfer or share your information within the confines of RAIN International SA and its group of subsidiaries for the purposes of transfer of information and administration of its services. At all times the companies that make up RAIN International SA will follow this privacy policy.
- Disclosures of Your Information. RAIN International SA or its Service Providers will not give, sell, rent, share, or trade any identifiable personal information regarding our visitors to any third party, with the exception of third-party contractors and its Service Providers who work with RAIN International SA to provide the webspace, mailboxes, and other services, and who are strictly prohibited from later use of the information that they may have access to. RAIN International SA may share non-personal aggregate information or summaries regarding its visitors with partners or other third parties. ([Google Disclosure Notice!](#)) RAIN International SA can - and you authorize us to - disclose personal information to local governmental, state, or South African law enforcement officials when required to do so by public authorities or when we believe in good faith that the law requires it.

◆ **Information We Collect as Part of Online Information Requests:**

- Online Registration and eMail. When contacting RAIN International SA via this website (email), we require you to provide us with your full name, email address and at least one telephone number. We will process this information to assist you in determining which of our services you require, and for the transfer of information via email.

- **Extra Information.** We may ask you for personal information at other times, including, but not limited to physical addresses, more contact information, or whichever information may be required to assist you when you report a problem with this website or any of our other services. Personal information gathered in this way will be used solely for interaction with the visitor/client unless otherwise specifically explained at the time the information is collected. Express consent to other uses of this information will be sought at that time. RAIN International SA may retain and reference aggregate information about visitors and potential clients gathered in these ways.

◆ **Additional Information We may Collect:**

- From time to time our site may use "cookies." Despite the bad press that has been generated regarding cookies, almost all of it is patently false. Cookies CANNOT harm your computer, nor can they transmit any information to other web sites. They can't send anyone your email address, phone number, or credit card information, and they can't tell your computer to do anything.
- A cookie is a piece of text that can be entered into the memory of your computer. It helps RAIN International SA and its Service Providers to track the frequency of pages visited as well as which pages are visited. Many Internet services deliver cookies to visitors of their Web sites. Cookies store information about your use of their service on your computer where it can only be retrieved by the same service at a later time. Cookies are used by Internet Services to make their services much more convenient and personalized. The cookie(s) we use will not store or identify you directly with personal information but they do give us statistical information about our visitors and the pages they visit on our website.
- Most cookies are "session cookies," meaning that they are automatically deleted at the end of a session. You are always free to decline our cookies, if your browser permits, or to ask your browser to indicate when a cookie is being sent. You can also delete cookie files from your computer at your discretion. If you would like more information about cookies, you may wish to do a search on [Google™](#) or visit [Cookie Central](#).
- Please note, we DO SET cookies for Marketing purposes in conjunction with Google Analytics and AdWords! ([Google Disclosure Notice!](#)). With respect to Ad Servers, we partner with Google AdWords and have a special relationship with Google as far as Google AdWords aiding us in our Online Marketing and Marketing Research. ([Google Disclosure Notice!](#))
- Cookies also give us your IP address to help diagnose problems with our server and to administer our Web site. Your IP address is also used to gather broad demographic information.
- **Transfer of this Privacy Statement.** RAIN International SA may transfer or share your information within RAIN International SA. It will, for example, do this in order to improve the administration of RAIN International SA services. At all times RAIN International SA will follow this privacy policy and ensure the security and confidentiality of personal data.
- **External Links.** RAIN International SA website may contain links to other Web sites. RAIN International SA is not responsible for the privacy practices or the content of such Web sites.
- **Security.** This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use industry standard procedures and processes to safeguard the confidentiality of your identifiable personal information, such as firewalls, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. Unfortunately, when you submit information about yourself to RAIN International SA over the Internet the information may travel over many systems that are not under the control of RAIN International SA or its Service Providers. The Internet is not 100% secure and others may intercept the information that you are sending. One easy and important way to protect your personal information is to guard passwords and close your browser windows when you step away from your computer.
- **Consent to Process Personal Data.** RAIN International SA visitors constantly have the option to enter and exit RAIN International SA website at any time and for any length of time. While visiting RAIN International SA website, visitors consent to its Service Providers possibly recording data which will be used by RAIN International SA in accordance with this policy.
- **Updating or Deleting Your Information.** If you wish to update your contact or address information, you may contact RAIN International SA via email, Fax or Telephone. If you wish to demand a copy of your stored personal data, or to have your personal data deleted, contact our [Network Administrator HERE...](#)
- **A Special Note About Children.** RAIN International SA wants to help parents protect the privacy of children. RAIN International SA does not consider our Web Site or other services to be directed at

children but some children may for the fun of it send email to our office. If you suspect that this may have occurred, please contact our [Network Administrator HERE](#)...

- Contacting the Web Site Administrator. If you have any questions about this privacy policy, the practices of this site, or your dealings with this website, you can contact the [Network Administrator HERE](#)...

◆ B. Updates to this Privacy Statement:

- RAIN International SA may revise these terms from time to time. You have the right to object to any revisions made within a four week period after the date of revision. If you do object, we are entitled to not accept your objection and go ahead anyway with any revisions to this Privacy Statement. If you do not object, this will be considered as consent. Your continued use of this website after Privacy Statement revisions will also signify your acceptance of the modified terms.

◆ C. Provide Accurate Information when Contacting Us:

- You must provide RAIN International SA with valid contact information and you may not impersonate or misrepresent your identity. RAIN International SA reserves its rights under the laws of South Africa to prosecute to the fullest extent should untruthful information for which You are responsible be submitted.
- Waiver. RAIN International SA is not liable for any loss or damage caused by any disclosure of your personal information to RAIN International SA.
- Comply with Laws. You agree to comply with all of your local, state, province, country or regional legal restrictions that may be applicable to your use of RAIN International SA website and other services.

◆ D. Your Relationship to RAIN International SA :

- By sending us email, You are applying to receive a service. Your relationship to RAIN International SA is one of an independent bona fide visitor and/or contractor and/or client. No employee-employer relationship is created by Your use of our website services. You also do not have any obligation to refer new visitors to RAIN International SA website. RAIN International SA HAS NO OBLIGATION TO OFFER ANY PARTICULAR SERVICE OR OTHER PROMOTIONS TO YOU.

◆ E. Referring other visitors to This Website:

- As a bona fide visitor or client of RAIN International SA website, You may refer other people to RAIN International SA website. If You do refer visitors to this website you are NOT entitled to receive any compensation or other special treatment or services from RAIN International SA. RAIN International SA has no obligation to give You credits for the activities of Your referred visitors prior to, during, or after the time You referred them to RAIN International SA website.
- Visitors may not use Spam to promote this website. You may not use unsolicited email, Usenet, message board postings, or similar methods of mass messaging ("spam") to promote this website and its services. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board). The use of spam to promote RAIN International SA service has strict negative consequences. Not only may RAIN International SA prosecute any visitor who in RAIN International SA's reasonable opinion has used unsolicited email to promote this website (a "Spammer"); RAIN International SA will also make public the personal information of such a ("spammer"). In addition, You may be subject to state and local governmental penalties and other legal consequences under applicable law if You send unsolicited email.
- Marketing Claims. You agree not to make any misrepresentations to any friends, acquaintances, business partners or other potential visitors to RAIN International SA website with respect to benefits typically received by RAIN International SA website visitors or clients or with respect to compensation that potential visitors are likely to receive, and to fully comply with all applicable laws related to the operation of RAIN International SA website.
- Webmaster Links. If you are a webmaster and you wish to place a link to RAIN International SA website from your website, RAIN International SA grants You a limited licence to use RAIN International SA trademarks and trade name solely for the purpose of promoting legitimate visitors to RAIN International SA Service. All use of RAIN International SA trademarks and trade names shall be for the sole benefit of

RAIN International SA and You hereby agree to assign and do all things necessary: (a) to ensure that RAIN International SA receives the benefit of such use, (b) required by RAIN International SA to protect its trademarks. RAIN International SA also reserves the right to revoke this licence on a selective basis. Improper use of the trademarks and/or trade name of RAIN International SA is strictly prohibited and RAIN International SA may request the termination of any links on any website that violates this policy.

- No benefits are available to webmasters for referring visitors to RAIN International SA website unless there is a mutual agreement to this effect (such as a link from RAIN International SA website to the website of the said webmaster).

◆ **F. Your Relationship with Merchants and Advertisers:**

- Your individual relationship with merchants or advertisers whose advertisements may be found on RAIN International SA website, including payment for and delivery of related goods or services, entry into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold RAIN International SA liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service (unless it clearly appears to be our own content).
- By visiting RAIN International SA's website and taking advantage of services directed to RAIN International SA's visitors and clients by our advertisers, You are authorizing the advertiser to share information with RAIN International SA about the promotion, products or services that You obtained from them. RAIN International SA will use this information to help improve the services offered to RAIN International SA's visitors and clients and will protect this information as set out in accordance with this Privacy Statement.

◆ **G. Disclaimer of Warranties:**

- YOU EXPRESSLY AGREE THAT USE OF RAIN INTERNATIONAL SA WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RAIN INTERNATIONAL SA EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, CUSTOM OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. RAIN INTERNATIONAL SA MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

◆ **H. Limitation of Liability:**

- TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER RAIN INTERNATIONAL SA NOR ANY OF ITS PARENTS, MEMBERS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THIS WEBSITE, RESULTING FROM THE USE OR THE INABILITY TO USE THIS WEBSITE OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THIS WEBSITE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

◆ **Force Majeure:**

- RAIN International SA will not be in default or otherwise liable for any delay or failure in the performance of this website under this Privacy Statement where such delay or failure arises by reason of an Act of God, or any government or governmental body, acts of war, the elements, strikes or labour disputes, power or system failures, failure of the Internet, computer hacking, or other causes beyond the control of RAIN International SA.

◆ J. Governing Law and Other Terms:

- Any action related to this Privacy Statement and Disclaimer will be governed by the laws of the Republic of South Africa. Any action relating to this Privacy Statement and Disclaimer shall be brought in the state or local government courts located in Ekurhuleni Magisterial District, and You hereby submit to the exclusive jurisdiction and venue thereof. You agree to comply with the laws of the Republic of South Africa that apply to the use of this Service. If the law of Your country, state, or province of residence prohibits or limits Your participation in or use of this website, then You are responsible for complying with such laws and you agree to indemnify RAIN International SA against any breach by You.
- If any part of this Privacy Statement and Disclaimer is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. The use of this website and the Privacy Statement and Disclaimer is personal to You and You may not transfer, delegate, or assign any privileges or benefits gained through the use of this website to anyone. Any attempt by You to assign or delegate privileges and benefits shall be null and void.
- Use of RAIN International SA website constitutes the enforcement of the entire Privacy Statement and Disclaimer as an agreement between You and RAIN International SA in connection with general visitors benefits and supersedes all possible prior agreements between the parties regarding the subject matter contained herein.

◆ K. Contacting Us:

- If You have questions about this Privacy Statement and Disclaimer, please contact our [Network Administrator HERE](#)... OR send surface mail for the attention of:
- The Network Administrator
c/o RAIN International SA
- JOHANNESBURG OFFICE: Bosloerie Street, (Near Elgin Road), Kempton Park, South Africa
P.O. Box 648, Edenvale, 1610, South Africa

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