# **COSM Trust**

**COSM-Web: Access Application** 

Please complete the following form and fax it to (012) 380 0915

(Only applicable to registered COSM Claimants)		
Company* Name/Entity*:		
COSM claimant Number:		
Name:		
Surname:		
ID Number:		
Designation: (CEO/MD/Manager)		
Telephone Number:		
Telephone Number:		
E-mail:		
I herewith grant permission to allow the f company*/entity* specific claimant (COS Name Surname	<b>U</b> .	ss to the E-mail
1		
2		
3		
4		
I herewith grant permission to allow our a (Company name) Name&Surname	_	E-mail
to access the company/entity specific claimant (COSM) information. Please provide the agent with the necessary access codes. I understand and accept the terms and conditions:		
Signature	Date	

# Terms and conditions

Amended: 28/7/2006

# **Acceptance**

These terms and conditions ("the Terms") govern SAISI's respective rights and obligations when you use COSM-Web and come into effect when you register for COSM-Web or once you access COSM-Web, whichever occurs first.

By making use of COSM-Web, you admit that you have read, understood and agreed to these terms and conditions.

#### **Amendments to these Terms**

SAISI may amend these Terms from time to time. If you use COSM-Web after SAISI has posted an amended version of these Terms on SAISI's website ("the website"), SAISI will be entitled to assume that you have agreed to be bound to the amended version of the Agreement.

For convenience only, the date on which these Terms were last amended is shown below the main heading of these Terms.

#### Access codes

For security, identification and verification purposes, when using COSM-Web, you will make use of a Username and Password. These are known as your "access codes".

These codes will be e-mailed to you after the registration process has been completed.

You must take care to keep your access codes secret. Only you may use them. Do not disclose your access codes to any other person and do not keep it with other COSM documents.

If you believe your access codes have been compromised, you must immediately contact SAISI and request that your access codes are deactivated.

Until you notify SAISI to deactivate your access codes SAISI will not be responsible for any access violation that are performed without your knowledge or consent or any loss you suffer as a result.

#### **Registration on COSM-Web**

Before you can use COSM-Web, you must first register. Please submit the COSM-Web access application form. Once your account has been activated, visit the homepage of the website, click on the "COSM" button and proceed to login into COSM-Web.

#### **Fees**

The use of COSM-Web is free.

# **Ending a session**

You must log off once you have completed a COSM-Web session. If you do not log off, unauthorised access may result, for which SAISI will not be liable.

## Termination of your access to the COSM-Web

SAISI may terminate your access to the COSM-Web at any time, for any reason whatsoever, on reasonable notice to you.

SAISI will, however, terminate your use of COSM-Web immediately, and without any notice to you if:

- SAISI believe that your behavior was inappropriate or constituted misconduct.
- you breached these Terms.

In the event of SAISI terminating your access to COSM-Web, SAISI will not be liable for any damages, of any nature, suffered by you or a third party.

## **Privacy**

SAISI respect your privacy and your information. SAISI will take all reasonable measures to protect your information and to keep it confidential, even when you are no longer a COSM Trust claimant.

## **Security**

Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While SAISI will take all reasonable precautions to ensure that COSM-Web is secure, SAISI cannot be liable for any loss or damage you suffer as a result of your negligence.

#### No warranties

No warranties, whether express or implied, are made of any kind in respect of COSM-Web including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of COSM-Web.

#### **Limitation of liability**

Although SAISI have taken reasonable care to prevent harm or loss to you, SAISI is not liable for any harm or loss whatsoever arising as a result of your use of COSM-Web. This includes your inability to use COSM-Web including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict.

Without derogating from the generality of the foregoing, SAISI are not liable for:

- any damages which you suffer as a result of a compromise of your access codes
- any interruption, malfunction, downtime or other failure of COSM-Web for whatever reason
- any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of the SAISI system, power failures, unlawful access to or theft of data,

- computer viruses or destructive code on the system; programming defects; negligence on our part
- any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities
- any event over which SAISI have no direct control.

You furthermore indemnify SAISI against any claims by third parties or loss suffered by SAISI arising from your use of COSM-Web.

# Using content from the SAISI website

The content on COSM-Web, including all registered and unregistered trade marks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion.

## **Availability of COSM-Web**

COSM-Web may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks. For the duration of such unavailability you must use other available communication channels to SAISI.

## Modification, suspension or termination of COSM-Web

SAISI may discontinue providing COSM-Web or services offered via the website at any time at SAISI's sole discretion. SAISI will however, notify you of this within a reasonable time of these changes being made.

## Submitting a complaint to SAISI

If you wish to lodge a complaint, please notify SAISI in writing of this by e-mailing saisi@saisi.co.za. SAISI will respond to your complaint as soon as possible.

#### The law governing the relationship between claimant and the COSM Trust

These terms are subject to the laws of the Republic of South Africa. Accessing COSM-Web from another country may be an offence in that country. You agree that use of COSM-Web outside South Africa will be at your own risk.

#### General

The headings appearing in these Terms are inserted for convenience only and will not be taken into account when interpreting these Terms.

Where dates and times need to be calculated in terms of these Terms, the international standard time (GMT) plus 2 (two) hours will be used.

The failure or delay on SAISI's part to exercise any of SAISI's rights will not constitute a waiver by use of such right.