

Introduction

Thank you for making use of our Rapid Response application. By downloading and making use of the Rapid Response application, you agree to the terms and conditions hereunder by clicking on the “accept” button below.

The terms and conditions hereunder regulate your use of the Rapid Response application and if you disagree with any of the terms and conditions or any part of the terms and conditions herein, please ensure that you do not download or make any use of the application.

These terms and conditions

These terms and conditions govern the relationship between you (in your personal capacity, or you in your capacity as principal or agent on behalf of your company) and Saficon Industrial Equipment (Pty) Limited t/a Toyota Forklifts (including its subsidiaries and divisions) (hereafter referred to as “us/we/our”) in your downloading or use of the Rapid Response application.

Purpose

You agree that the primary purpose for which you may access and download the Rapid Response application is to enable you to log and submit faults on a dedicated electronic platform pertaining to equipment you rent from us or maintenance and repair services you procure from us. It is intended that the Rapid Response application will result in improved customer service and improved lead times.

Use and storage of information

When using our Rapid Response application, you will be required to submit limited personal information which includes your name and surname, contact details, e-mail address, whereabouts and other general information pertaining to the equipment you rent from us or we service (collectively referred to as “Personal Information”). You agree, and hereby consent, that we may hold and store the Personal Information for us to improve our lead time and customer service. You furthermore agree that by us storing the Personal Information, we will be in a position to accumulate technical data on equipment we service which will assist us in improving our services to you.

Licence to use application

We or our licensors own the intellectual property rights in the Rapid Response application and the material on our website. All our rights to these intellectual property rights remain fully reserved.

Acceptable use

You agree not to use our Rapid Response application in any way which causes, or may cause, damage to the application, or our website, or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our Rapid Response application or website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

Restricted access

We reserve the right to restrict access to our Rapid Response application and our website without being required to provide a reason for the restriction.

All user names and passwords provided to you our customer must be kept confidential. As part of our security controls we may require you to you update or apply for new user names and passwords. We may disable your user name and password for security reasons without notifying you.

Warranties and representations

We make no warranties or representations as to the completeness, timeliness, performance, suitability or accuracy of the information published or reflected on our website or by your use of the Rapid Response application. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors.

Limitation of liability

Although we take reasonable steps to ensure that our website and the Rapid Response application is secure and updated regularly, we cannot be held liable for any loss, harm or damage suffered, as a result of the use of our website or the Rapid Response application system or, by users who fall subject to hacking, data loss etc.

Furthermore, while we take all reasonable precaution to reduce the risks of viruses and other interferences or vulnerabilities, we cannot guarantee (nor represent) that the system is impenetrable to viruses or defects and therefore we do not accept any liability for any damage suffered or loss sustained.

We will not be liable to you in respect of any direct, indirect, consequential, special and similar damages claim or loss suffered arising from your use of our website or the Rapid Response application.

Governing Law

These terms and conditions are governed and construed in accordance with South African law.