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## **Terms and Conditions**

### **Confidentiality**

Client personal and/or business information in the Document Store "My Life File" account will be kept confidential and will not be sold, shared, distributed, or discussed with any other client, person or entity other than with a staff member of Clutter Bug (CB), and only as necessary to complete the "My Life File" project.

### **Fees and costs**

The costs for Document Store "My Life File" services are:

**Annual fee:** R185.00 – renewable on an annual basis

**Registration fee:** R65.00 per file/person

**Admin fee:** R50.00 for changes and/or updates per file/person

Fees are payable on registration, by credit card, as per the link to PayFast on the Clutter Bug website. (No cheques, cash deposits or credit terms accepted)

### **Agreement of Sale**

We will provide you with the Services only once you have accepted the terms and conditions of this Agreement by clicking on the "I ACCEPT" button when registering with Clutter Bug.

By entering any and all personal information on this Site in creating an account, in registering with Clutter Bug, and/or by accepting this Agreement, you consent to the processing of your personal information by Clutter Bug in terms of the Protection of Personal Information Act.

### **Provision of Services**

- Clutter Bug (CB) will provide you with the Services.
- CB will provide you with a username and password in order for you to login as required.
- CB reserves the right to alter or vary your preferred username and password at any time and will notify you of any such alteration, *by e-mail only*.
- You agree to provide yourself with all necessary equipment, network connections and software to access this Site.
- You agree that Clutter Bug may restrict and/or terminate its services to you at any point in time if in its sole and absolute discretion, chooses to do so and without having to give any reasons for doing so.
- CB may choose in our discretion, to change our fee structure and billing from time to time; such changes shall be effective as notified to you by Clutter Bug.

- CB may choose in our discretion to change our fee structure and billing from time to time, for promotional services; such changes are effective for the dates specified when we post such a promotion on this Site.
- CB reserve the right in our sole discretion to alter or remove any Services or withdraw any Services offered. In the event that we introduce a new Service, any fees for that Service will take effect from the launch of that Service, unless otherwise stated.
- Unless otherwise stated, all fees are quoted in South African Rands and are exclusive of VAT.

#### Clutter Bug responsibilities

The registered Document Store account holder is responsible to ensure that there are sufficient funds available in his/her account to pay the Clutter Bug fees.

- In the event of the death of the registered Document Store “My Life File” account holder, Clutter Bug must be notified. The account will be closed after the “My Life File” has been released to the legally designated Executor and/or Attorney of the deceased.
- If the person who notifies Clutter Bug of the death does not have the deceased account holders Document Store Username and Password, Clutter Bug will not give/share this information with anyone requesting it. The “My Life File” will not be released either.
- The “My Life File” will be released to the deceased account holders Executor and/or Attorney, provided that a court order authorising the release has been obtained and sent to Clutter Bug.
- If the registered Document Store account holder gives his/her Username and Password to a third party to access his/her “My Life File” at any time before or after death, the onus and responsibility is entirely on the registered account holder. Clutter Bug will not be liable for and cannot be held responsible for any losses, damages, misrepresentations, law suits, reparations, debts, expenses incurred as a result of a third party having the Username and Password of the registered Document Store account holder.

#### Payment and Non-payment of fees

Fees are payable in full for: the Annual Fee, for Registration and after each Admin event processed.

- Clutter Bug reserves the right to charge a R360.00 (excluding VAT) re-activation fee on accounts that are disabled or blacklisted due to non-payment of fees.
- Overdue accounts will be charged interest at the current prime interest rate.
- You will be liable for any fees incurred with regards to the recovery of outstanding fees on your account. This includes and is not limited to legal costs, tracing etc.
- Cancellations: Should you cancel your Document Store “My Life File” account before it is finalised, the Annual fee will be refunded to you, minus any bank charges incurred by Clutter Bug, to process the refund. The Registration and Admin fee/s are not refundable.

