



### 3. Restrictions

■ [REDACTED]

[REDACTED]  
[REDACTED]

3.1.2. use this Website for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;

3.1.3. take any action that may impose an unreasonable or disproportionately large load on this Website's infrastructure of any nature;

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

3.1.6. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment of the Company or affect the performance of this Website;

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

3.1.9. use this Website to engage in any advertising or marketing other than in a manner expressly permitted by the Website;

[REDACTED]

3.2. Certain areas of this Website are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Website, at any time, in its absolute discretion. Any user ID and password a User may have for this Website are confidential and a User must maintain confidentiality as well.

**4. A User’s Content**

4.1. In these Terms, “a User’s Content” shall mean any audio, video text, images or other material a User may choose to display on this Website, if applicable. By displaying a User’s Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

[REDACTED]

**5. Personal Information**

5.1. The Company will not disclose or make available to any third party, directly or indirectly, any of a User’s personal information, [REDACTED]

**6. Links to other Websites**

[REDACTED] and a User agrees that the Company is not responsible for and will have no liability in connection with a User's access to or use of any third-party website.

**7. No Warranties**

[REDACTED]

7.2. The Company cannot guarantee or warrant that any file downloaded from this Website or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

**8. Limitation of Liability and Indemnification**

[REDACTED]

8.2. A User indemnifies the Company and agrees to keep the Company indemnified, from and against any claim, loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with a User's improper use of or conduct in connection with this Website, including any breach by a User of these terms or any applicable law or licensing requirements.

[REDACTED]

8.4. Notwithstanding anything to the contrary in these Terms, in no circumstances will the Company be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to interruption of this Website of any type, whether in delict, contract or otherwise.

## 9. Severability

9.1. If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be [REDACTED]

## 10. Variation of Terms

[REDACTED]

[REDACTED] A User's continued use of this Website will be construed as a User's consent to the amended or updated Terms, and will be conditional upon the Terms in force at the time of use. A User's only remedy, should such User not agree to these amended Terms, is to stop the use of this Website.

## 11. Assignment

[REDACTED]

[REDACTED] transfer, or subcontract any of its rights and/or obligations under these Terms.

## 12. Entire Agreement

12.1. These Terms constitute the entire agreement between the Company and a User in relation to a User's use of this Website (unless a more specific agreement has been entered into in this regard).

### 13. Governing Law & Jurisdiction

[REDACTED]

### 14. Domicilium Citandi Et Executandi and Contact Information

14.1 [REDACTED]

[REDACTED]

14.1.2. User: The address as provided when registering on this Website, or if no registration is applicable on the Website, as nominated by the User.

14.2. Both a User and the Company may change its domicilium to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of domicilium.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.4. Notwithstanding the above, any notice actually received by the other will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

## 15. Preparation

- 15.1. These Terms have been custom created for the Company by the good folks at Legal Legends [www.legallegends.co.za](http://www.legallegends.co.za).