



## **TERMS OF USE (Updated on 4 July 2018)**

### **1. WEBSITE TERMS OF USE**

These Terms (“Terms”) govern your (“User”) use of Spanjaard Limited (REG. NO. 1960/004393/06) (“Provider”) website located at the domain name <http://www.spanjaard.biz> (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute any content obtained from the Website.

### **2. UPDATING OF THESE TERMS**

Provider may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted on the Website. Provider will notify the User of the changes by posting the update dates in the title of this document. The User’s continued use of the Website following the posting of changes or updates will be considered notice of the User’s acceptance of the Terms, including any changes or updates.

### **3. COMPLAINTS AND DISPUTES**

Users can file complaints via the “Contact us” service of the Website. Currently, Provider does not subscribe to any alternative dispute resolution code or mechanism.

### **4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- 4.1. Provider provides certain information on the Website. Content displayed on the Website is provided by Provider, its affiliates or subsidiary, or any other third party owners of the content (“Content”). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third party owners of the rights (“Owners”), and the Content is protected by South African and international copyright laws.
- 4.2. The Provider may make any changes to the Website, the Content, or to products or services offered through the Website at any time and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in the Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **5. LIMITATION OF LIABILITY:**

- 5.1. Subject to sections 43(5) and 43(6) of the ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and Provider, Owners, suppliers, employees, directors partners, affiliates and agents will not be liable for any damage, or loss or liability of any representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an internet link.

- 5.2. Not any of the Content, including articles published pertaining to specific aspects of the law must be construed as legal advice in respect of such aspect or any other aspect of the law. Users which choose to act in accordance with the contents of the website, including any article published thereon, completely does so on his/her own risk. Not the Provider, Owners, suppliers, employees, directors, partners, affiliates nor any of the aforementioned parties' agents can be held liable for any damages, of whatsoever nature, due to such action by any User.
- 5.3. Neither Provider nor any holding company, affiliate, agent, subsidiary of Provider or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law.

## **6. PRIVACY, ACCESS TO AND USE OF INFORMATION**

- 6.1. Provider receives various types of information ("Information") from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA ("Personal Information").
  - 6.1.1. Provider may, by the use of Cookies, electronically collect, store and use Personal Information, inter alia name, contact details, surfing patterns, email, IP address of the User. Provider voluntarily subscribes to section 51 of ECTA and endeavours to treat Personal Information received by Provider accordingly.
  - 6.1.2. Whenever the User is of the opinion that Provider fails to comply with section 51 of ECTA, the User will contact Provider by sending an email to [info@spanjaard.biz](mailto:info@spanjaard.biz). The Provider will review the User's representations made by email and, if within the Provider's sole and absolute discretion advisable, take corrective action and in any event within 7 (SEVEN) days respond to User informing about corrective actions taken, if any.

## **7. INTERCEPTION OF COMMUNICATIONS**

- 7.1. Despite such undertaking, it is possible for internet-based communications to be intercepted.
- 7.2. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
- 7.3. The Owners will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User make to the Owners or Provider through the internet, or that the User expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.
- 7.4. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

## **8. PRIVACY - CASUAL SURFING**

- 8.1. The User may visit the Website without providing any personal information.

- 8.2. The User accordingly grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.
- 8.3. This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc.
- 8.4. Provider uses this information to determine use of the Website, and to improve Content.
- 8.5. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

## **9. PRIVACY - PROMOTIONAL INFORMATION**

Provider aspires to provide first-class service to its customers, which requires Provider providing information to the User about new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Switchboard, or send an email to [marketing@spanjaard.biz](mailto:marketing@spanjaard.biz).

## **10. PRIVACY- INTERCEPTION**

Subject to the Regulation of Interception of Communications Act, Act 70 of 2002 (“RICA”), the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RICA for consent in “writing” as defined.

## **11. CHOICE OF LAW**

- 11.1. This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.
- 11.2. The Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of any competent South African Court in the event of any dispute.
- 11.3. If any of the provisions of the Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Terms, and the remainder of the Terms will continue in full force.
- 11.4. The Terms constitute the entire agreement between the Provider and the User with regard to the use of the Content and the Website.

## **12. CONTACT DETAILS**

In the event that you need to contact Provider for purposes related to the Terms, kindly use the contact details on our “contact us” page.

This Website was most recently updated on 16 July 2018.