**LEGAL STUFF –** terms and conditions of using our site may 2025

Welcome to our website, owned and operated by us. These terms and conditions of use set out the terms that regulate the use of our website by you, the user.

Acceptance

These terms take effect as soon as you access the Website and constitute a binding agreement between our firm and yourself. The current version of these terms will govern both your and our rights and obligations each time you access this website. If you do not agree with any provision contained in these terms, you must immediately cease the use of our website. Your failure to do so, and your continued use of and access to our website, will mean that you have read and understood and agree to be bound fully by the provisions of our terms. Unless the contrary is specified, these terms apply whether you use and access either free or paid-for services offered by us on the website.

Use of our website

By accessing our website, you warrant and represent that your use of our website is for a lawful purpose, you are over the age of 18(eighteen) years and you can legally conclude a binding agreement with us. You further warrant that you will not contravene any South African or international laws by using the website and any services offered on our website or any information provided to you by us through the use of our website.

Except as expressly authorised by these Terms, you may not use, alter, copy, distribute, or transmit any content contained on this website.

Use of information

You, the user, hereby accept to be bound by the terms of this website, specifically our Privacy Policy and you expressly acknowledge, agree and consent to us, our suppliers or any person authorised on our behalf, using your personal information, as this Term is defined by Personal Information in terms of the POPI Act. For any purpose necessary for you to use our website, or for our Firm to render any services to you via our website.

Amendment of terms

We in our sole discretion reserve the right to amend these terms at any time. Any such amendments will come into effect immediately and automatically. Whenever we conclude any amendments to these terms, the amended terms will be posted on this page, together with an indication as to the date upon which the terms were last revisited. You agree to review these terms for any such amendments whenever you visit the website and you will be deemed to have done so.

Should you not agree to any amendments of these terms, you must immediately cease to access and use the website.

Content of users

There are certain areas on the website that allow users to upload questions, data and other information/content. As a user, you are solely responsible for the content that you upload, display and/or otherwise make available to the website. You hereby agree that we are only a conduit for the online sharing, distribution and publication of your content. We will not review or reference any such content except as may be provided in our privacy policy or as may be required by law. Unless otherwise stipulated by law, or unless the contrary is specified in any of our other terms and conditions, all user content is owned by the user who adds it to our website. Subject to the foregoing two provisions, we do not claim any ownership rights in any user content.

Furthermore you agree not to add any user content that contains any information or content that is not legally permitted, you do not have a right to make available under any law, or under contractual or fiduciary relationships and/or you know it is incorrect/inaccurate.

You also agree that any content that you add to the website does not and will not violate any third-party rights of any kind.

Copyright and intellectual property rights

For the purpose of these terms and conditions, “intellectual property rights” mean any and all intellectual property rights of whatsoever nature and form including, without limitation, patents, designs, copyright, trademarks, trade secrets and/or know-how, whether in existence now or whether arising in the future, also including all applications and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

Unless the contrary is expressly specified in these terms, any and all content and material of whatsoever nature an form contained or depicted on the website, or incorporated or embedded in any service offered on or via the website, including, without limitation software, images, text, graphics, illustrations, logos, branding and/photographs (“content”) and all intellectual property rights subsisting in such organisation content, vest exclusively in our Firm.

Except as explicitly provided herein, nothing in these terms shall be deemed to create a license in or to any intellectual property rights belonging to us. You therefore agree and undertake that you will not yourself, or through any parent, subsidiary, affiliate, agent or other 3rd party (1)modify, port, translate, localise or create derivative works of our content, or any part thereof (2) by any means whatsoever, decompile disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms contained or incorporated in any of our content, or any part thereof, or disclose any of the foregoing (3) sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute our content or any part thereof, including any intellectual property rights subsisting therein, without our express written consent (4) encumber or create any lien or security interest in respect of any organisation consent or any intellectual property rights subsisting therein and (5) knowingly take any action that would cause any of the content to be placed in the public domain, or that would infringe any intellectual property rights in our content. Use of our content and any intellectual property rights subsisting therein, for any purpose not expressly permitted by these terms and conditions prohibited.

You understand and agree that you may be exposed to user content that is inaccurate, misleading and/or offensive and you agree that we will not be liable for any damages you allege to incur as a result of exposure to such user content.

No person, business or website may use any technology to search and/or gain information from the website without our prior written consent.

Disclaimer of Warranties and Liabilities

We do not make any warranties, representations, statements or guarantees wither express, implied in law or residual, regarding the website and/or its contents and/or any services offered on or via the website. These are provided on an “as-is” basis. We do not make any warranty or representation that any information contained on the website or included in any services are appropriate for use in any jurisdiction. Use of the website, any content and/or services offered as a part thereof is entirely at your own risk. We make no representations, warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of any of the aforegoing.

We do not assume any responsibility for any errors, omissions or inaccuracies in the website, the content and/or any services that may be offered pursuant thereto.

Neither us nor our shareholders, officers, directors, employees affiliate companies, agents or advisors (“indemnified parties") shall be responsible for, and deny, all liability for any loss, harm, damages (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you and/or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of (1) our website, and/or (2) any information contained on or received via the website (including any reliance you may place on such information), (3) any content (4) any services provided pursuant to the website.

Without limiting the generality of the aforeging, the indemnified parties shall not be liable for any (1) loss of business, date and/or profits, (2) failure and/or unavailability of the website for any reason whatsoever and/or (3) failure/delay by any third-party service provider to render any service(s) which are necessary to endure the availability of the website.

You hereby indemnify the indemnified parties against any loss, liability, harm, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you or any 3rd party as a result of or which may be attributable directly or indirectly to any of the above or aforegoing.

Indemnity

In addition to the warranties and indemnities set out above, you hereby agree and undertake to defend, indemnify and hold harmless the indemnified parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorneys’ fees) arising from; (1) your violation of any provision of these terms; (2) your violation of any 3rd party right including, without limitation any intellectual property rights or or other property or privacy right, or (3) any claim that the content caused damage to a 3rd party. All indemnity provisions set out in these terms will survive termination, modification or expiration of these terms.

External links

External links may be provided for your convenience, however, we make no representations whatsoever about any 3rd party website or its content. Use or reliance on any external links provided is entirely at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy displayed on any third party websites. We have no control over such 3rd party websites and will not be held liable for any loss or damage of any nature that you may suffer, whether directly or indirectly, as a result of your use of a 3rd party website.

Governing Law

These terms and conditions and all matters or disputes arising from or incidental to them shall be governed and construed in accordance with the laws of the republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these terms are found to be unlawful, void, or for any reason unenforceable by a competent court in the Republic of South Africa then that provision shall be severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provision.

Consumer Protection

Information required pursuant to section 43(1) of the Electronic Communications and Transactions Act 25/2002 is Botha and Labuschagne Inc, Registration Number 2012/120396/21