

# Terms of Website Use

These terms and conditions of website use “Terms and Conditions” together with the documents referred to on it, tells you the terms of use on which you may make use of our website. Please read these Terms and Conditions carefully before you start to use our site. By using our site, you accept these Terms and Conditions and you agree to abide by them. If you do not agree to these Terms and Conditions, you are not authorised to use our site. We may revise these Terms and Conditions at any time without notice to you by amending these Terms and Conditions. Such changes are effective when they are posted on our site and your continued use of our site after any such changes are posted will be considered acceptance by you of such changes. You are expected to check these Terms and Conditions from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on our site.

## Accessing Our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our site (the “Services”) without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or the entirety of our site to users.

When using our site, you must comply with the provisions of our Acceptable Use Policy below and our Privacy Policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and Conditions, and that they comply with them.

## Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights on our site, and in the material published on it including all text, graphics, photographs, audio, video, logos, artwork, data, computer code and other materials contained or displayed on our site (“Content”), as well as the look and feel and the design of our site and the organisation of the Content on our site. Your use of our site does not grant you ownership of any Content on our site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the Content and/or materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these Terms and Conditions, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **Reliance On Information Posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **Our Site Changes Regularly**

We aim to update our site regularly, and may change the Content at any time. If the need arises, We may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time and we are under no obligation to update such material.

## **Our Liability**

The content displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies, affiliates and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, ordinance, common law or the law of equity, either express or implied, including, without limitation, any warranty for information, data, data processing services, uptime or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and we hereby disclaim any and all such warranties, express and implied.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall

not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Our site, including, without limitation, all services, content, functions and materials, is provided “as is” and “as available”, without warranty of any kind, we do not warrant that our site or the services, content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that our site will meet users’ requirements. No advice, results or information, whether oral or written, obtained by you from us or through our site shall create any warranty not expressly made herein. We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on our site or your downloading of any content or other materials from our site. If you are dissatisfied with our site, your sole remedy is to discontinue using our site.

Without limitation of the above in this section, and except for any product warranty offered by us or as otherwise specifically set forth in a sale agreement separately entered into in writing between you and us, we disclaim all express or implied warranties or representations regarding any products or services ordered or provided via our site, and hereby disclaim, and you hereby waive, any and all warranties and representations made in product or services literature, frequently asked questions documents and otherwise on our site or in correspondence with us or our agents. Any products and services ordered or provided via our site are provided “as is” except as expressly otherwise stated herein.

In no event shall the total aggregate liability of us or our affiliates to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from these terms and conditions or your use of our site or any product ordered via our site exceed, in the aggregate, the amount, if any, paid by you to us for your use of our site or purchase of products via our site.

## **Information About You And Your Visits To Our site**

We process information about you in accordance with Our Privacy Policy which can be found at by clicking the link to Our Privacy Policy and Conditions at the bottom of our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Viruses, Hacking And Other Offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other content which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

You shall not: (i) engage in spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on our site or for any services or features offered on

or through our site, or obtaining lists of users or obtaining or accessing other information or features on, from or through our site or the Services offered on or through our site, including, without limitation, any information residing on any server or database connected to our site or any Services offered on or through our site; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials, information or any services made available on or through our site through any means; (iii) use our site or the Services made available on or through our site in any manner with the intent to interrupt, damage, disable, overburden, or impair our site or such Services, including, without limitation, sending mass unsolicited messages or “flooding” servers with requests; (iv) use our site or our site’s Services or features in violation of our or any third party’s intellectual property or other proprietary or legal rights; or (v) use our site or our site’s Services in violation of any applicable law. You further agree that you may not attempt (or encourage or support anyone else’s attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with our site and/or the Content, or make unauthorised use thereof. You agree that you will not use our site in any manner that could damage, disable, overburden, or impair our site or interfere with any other party’s use and enjoyment of our site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through Our site.

In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **Linking To Our Site**

If you wish to link to our site you must contact us at [info@destinataholdings.com](mailto:info@destinataholdings.com).

## **Links From Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Indemnification**

You agree to defend, indemnify and hold us, our affiliates, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable legal fees, arising in any way from (i) your use of our site or the Services, (ii) your placement or transmission of any Content or other materials through our site, or (iii) your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

## **Jurisdiction And Applicable Law**

The South African courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of South Africa.

If required by law or by a court order, or otherwise under good faith advisement, we may disclose your information.

## **Miscellaneous**

All rights not expressly granted herein are reserved. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

## **Your Concerns**

If you have any concerns about material which appears on Our site, please contact [info@destinataholdings.com](mailto:info@destinataholdings.com).