

# PLAAS EIENDOMME PTY LTD TERMS AND CONDITIONS

**Company Name:** PLAAS EIENDOMME Pty Ltd

**Registration Number:** 2020 / 676587 / 07

**Physical Address:** Sable Office Park, Voorbaai, MOSSEL BAY

**Postal Address:** Sable Office Park, Voorbaai, MOSSEL BAY

**Information Officer:** HJM Eckard

## 1. Introduction

This page states the terms and conditions under which you may use the website Site Creator Website URL

## 2. Definitions

1. The terms "you" and "user" as used herein refer to all individuals and/or entities accessing the website.
2. The term "website" as used herein refers to Site Creator Website URL
3. The terms "we" and "us" as used herein refers to Legal Name of Company

## 3. General

By using the website, you are indicating your acceptance to be bound by these terms and conditions. The website may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

## 4. Terms Of Use

1. Users may not use the website in order to transmit, distribute, store or destroy material:
  - o in violation of any applicable law or regulation;
  - o in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;
  - o that is defamatory, obscene, threatening, abusive or hateful.
2. The following is prohibited with respect to the website:
  - o Using any robot, spider, other automatic device or manual process to monitor or copy any part of the website;
  - o Using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the website.
  - o Taking any action that imposes an unreasonable or disproportionately large load on the website infrastructure;
  - o Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the website without prior written permission;
  - o Reverse assembling or otherwise attempting to discover any source code relating to the website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
  - o Attempting to access any area of the website to which access is not authorized.

## 5. Copyright And Intellectual Property Rights

1. All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to the website.
2. Users of this website are not granted a licence or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

## 6. Privacy Policy & Cookie Policy

Please refer to our [Privacy Policy](#) and [Cookie Policy](#) for further information.

## 7. Security

1. Users are prohibited from violating or attempting to violate the security of the Website, including, but without limitation:
  - accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
  - attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, "flooding", "spamming", "mail bombing" or "crashing";
  - sending unsolicited email, including promotions and/or advertising of products or services;
  - forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
  - deleting or revising any material posted by any other person or entity;
  - using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.
2. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

## 8. Disclaimer

Whilst we have taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether express or implied, is given that the website will operate error-free or that any files, downloads or applications available via the website are free of viruses, trojans, bombs, time-locks or any other data, code or harmful mechanisms which has the ability to corrupt or affect the operation of your system.

In no event will we, and/or any third party contributors of material to the website be liable for any costs, expenses, losses and damages of any nature (whether direct, indirect, punitive, incidental, special or consequential) arising out of or in any way connected with your use of the website, your inability to use the website and/or the operational failure of the website, and whether or not such costs, expenses, losses and damages are based on contract, delict, strict liability or otherwise.

Insofar as the website contains links to any other internet websites, you acknowledge and agree that we do not have control over any such website and we shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website.

Whilst reasonable care is taken to ensure that the information contained on this website is accurate, we cannot guarantee its accuracy and we reserve the right to change the information on this website (including these terms and conditions) at any time without notice. You must check these terms and conditions for changes every time you intend to use this website. If you use this website after such updated or amended terms and conditions have been displayed on this website, you will be deemed to have accepted such updates or amendments.

## 9. Severability

These Terms & Conditions constitute the entire agreement between you and us. Any failure by us to exercise or enforce any right or provision of these Terms & Conditions shall in no way constitute a waiver of such right or provision.

In the event that any term or condition is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## 10. Applicable Law

This website is hosted, controlled and managed in the Republic of South Africa, and thus, South African law and jurisdiction govern the use or inability to use this website, or any other matter related to this website.

## 11. Disputes

All disputes in terms of this agreement or relating to the use or inability to use this web site shall be settled by arbitration conducted in English in terms of the rules of the South African Arbitration Foundation. Such arbitration shall be held in Cape Town, and the unsuccessful party shall pay all costs incurred by the successful party in attending and preparing for such arbitration.