

## **TERMS OF USE OF WEBSITE (“TERMS OF USE”) OF EACONNECTIONS (PTY) LTD (“THE COMPANY”)**

The information, content, services, products and materials offered by or through the [www.eaconnections365.co.za](http://www.eaconnections365.co.za) website (“the Website”) are made available subject to the terms and conditions contained below. By using the Website the user agrees to be bound by and to comply with these Terms of Use and any additional or amended terms of use that the Company may prescribe from time to time. The Company reserves the right to make changes to the Website and to these Terms of Use at any time and in its sole discretion.

### **IN THE EVENT THAT YOU DO NOT AGREE TO THE TERMS OF USE YOU SHOULD NOT MAKE USE OF THE WEBSITE.**

#### **1. ONLINE SERVICES**

The services offered by the Company via the Website are subject to registration procedures and approvals, which the Company may accept or reject at its sole discretion. Such services offered via the Website are governed by separate terms and conditions that are available on the relevant sections of the Website. In the event of conflict between these Terms of Use and the aforesaid separate terms and conditions, the provisions of the aforesaid separate terms and conditions will prevail.

#### **2. LIABILITY DISCLAIMER**

- 2.1. All information, content, services, products and materials published on the Website are provided on an "as is" basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of the Website, or the accuracy, correctness or completeness of the content included on the Website.
- 2.2. Whilst the Company has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, Trojans, bombs, time-locks or any other date or code which have the ability to corrupt or affect the operation of the user's system.
- 2.3. Use of the Website is entirely at the user's own risk. The user assumes full responsibility for any loss or damage resulting from their use of the Website and their reliance on any of the content contained on the Website.
- 2.4. Whilst using the Website, the user could be directed to other websites that are beyond the Company's control, which websites may send their own cookies to the user to collect data or solicit personal information. The Company does not control the privacy policies of those third-party websites.

#### **3. INTELLECTUAL PROPERTY RIGHTS**

All information, trademarks and logos, as well as the collection and arrangement of all content on the Website is the property of the Company and is protected by international and local copyright laws.

#### **4. COOKIES**

- 4.1. Cookies are pieces of information that a website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for the user by saving the user's preferences and tracking the user's online habits. The use of cookies is an industry standard.
- 4.2. The Company may place cookies on the user's browser to store and/or track information about the user's Website usage.
- 4.3. Browsers are commonly initially set up to accept cookies, however the user can reset his/her browser to refuse all cookies or indicate when cookies are being sent. Please note that some parts of the Website may not function properly if a user has refused cookies.

#### **5. INDEMNITY**

The user unconditionally and irrevocably indemnifies and holds the Company harmless against all loss, liability, actions, lawsuits, proceedings, costs of any kind, (including direct, indirect, special or consequential damages) and arising out of or in connection with any matter directly or indirectly, related to the user's use of the Website.

#### **6. TERMINATION, SUSPENSION AND LIMITATION**

The Company reserves the right to: modify, suspend or discontinue the Website, whether temporarily or permanently, without notice; impose limits or conditions on certain services, features or functions contained on the Website; and restrict access to parts of or all of the services on the Website.