



Terms and Conditions

Introduction

Your use of our website is subject to your acceptance of these terms and conditions in full. If you do not consent to these terms, you must not use our website.

Rights Reserved

Unless otherwise stated, TruTeq and/or its subsidiaries own the intellectual property rights in the website and material on the website. All these intellectual property rights are reserved.

SPAM and privacy

You may not send unsolicited email (SPAM) to any TruTeq email address. You may not store any TruTeq information including but not limited to email addresses on a database for the purpose of unsolicited marketing. You may not sell any TruTeq information to third parties.

Use of Website

This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

You may make copies for caching purposes or for personal use only.

Our newsletter is intended for distribution and may be redistributed but only in its entirety and subject to it being unmodified.

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit unsolicited commercial communications ("SPAM").

Restricted access

We reserve the right to restrict access to certain areas of our website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, that user ID and password combination is confidential and for your use only. We may remove any user at our sole discretion without notice or explanation.

Limited warranties

The content and operation of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of the content and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in the content.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the use or inability to use or the

correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of the content is forbidden in those places where the law does not allow this disclaimer to take full effect.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

Privacy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to any third parties except if ordered by a competent court of law.

The site may collect certain information about your visit, such as the name of the Internet service provider, the Internet Protocol (IP) address through which you access the Internet, the date and time you access the site, the pages that you access while at the site and the Internet address of the web site from which you linked directly to our site. This information is used to help improve the web site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Security Measures

TruTeq reserves the right to implement any security measures deemed appropriate to lower or negate fraudulent transactions or cyber-attacks, which may result in certain payments a User (as a receiver), or from a User (as a sender), being disallowed.

Liability

Under no circumstances, including without limitation negligence, shall TruTeq or its parents, subsidiaries, affiliates, officers, directors, employees, agents, suppliers or any other party involved in creating, producing, transmitting, or distributing TruTeq or related services be liable for any indirect, incidental, special, consequential or punitive damages arising from or in connection with the use or inability to use TruTeq or any content provided by or through this site, or resulting from unauthorized access to or alteration of your transmissions or data, or other information that is sent or received, including but not limited to damages for lost profits, use, data or other intangibles, even if TruTeq has been advised of the possibility of such damages.

TruTeq shall have no liability to you in connection with any actions or transactions by an individual that uses your user name and password with your consent or knowledge or any cause over which TruTeq does not have direct control, including, but not limited to, problems attributable to computer hardware or software (including computer viruses), telephones (or other communications equipment), or internet service providers.

TruTeq shall have no liability to you in connection with any product, service or otherwise, purchased or used as a result of the use of this site. It is expressly understood that the user is aware that TruTeq provides a service to bring buyer and seller or service offerer and service consumer together, and accepts no responsibility for the quality, reliability, safety, function, suitability or otherwise, of a product purchased, service used, or otherwise, as a result of the use of this site.

TruTeq shall not be liable for any fraud, deception or misrepresentations by Users of the Service in any capacity whatsoever.

In no event shall TruTeq be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software) or for any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Changes to the Terms and Conditions

We may revise these terms and conditions from time-to-time without notice and will apply from date of publication on this web site.

Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notice or consent.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.