

## **TERMS AND CONDITIONS OF USE**

### **LEGAL NOTICES**

Please note that by using this Website, you are signifying your acceptance of these Terms and Conditions of Use which will become binding upon your initial use of this website. Should you not agree to these Terms and Conditions of Use please do not use this website.

#### **1. Interpretation**

**“ECT Act”**:- “means the Electronic Communications Transactions Act 25 of 2002.”

**“AJSBF Website”**:- “any website which is owned and/or in the possession of the Alberton and Johannesburg South Business Forum and/or its affiliates.”

**“Internet Protocol Address”**:- “this refers to a unique number that is automatically assigned to the computer you are using when using the Internet.”

**“Third Party Content”**:- “this refers to the following, but is not limited to, data, images, video footage, links and / or any other information that does not belong to AJSBF but may appear on AJSBF’s Website through whatsoever means.”

**“Web Content”**:- “includes any content posted on the AJSBF by AJSBF, its associates and/or any of its employees.”

#### **2. Privacy**

2.1 AJSBF has taken every effort to ensure the privacy of the User of the website. AJSBF collects the following information from the User/s:

2.1.1 The Internet Protocol (IP) address from which you access the website; and

2.1.2 The date and time our site is accessed, for the purpose of monitoring frequent use of the website.

2.2 The User acknowledges that the information collected by AJSBF as stated in 2.1 does not identify the User personally.

2.3 The information collected according to 2.1 is used solely for internal statistical purposes and assists AJSBF in making our website more useful for our Visitors.

### **3. Indemnity**

The User hereby indemnifies AJSBF against any form of loss and/or damages arising through the use of this website. AJSBF does also not warrant that any fault report of whatsoever nature by the User shall result in any action by AJSBF or a third party and the User indemnifies AJSBF from any liability herein.

### **4. Third Party Content**

Users are encouraged to exercise discretion while browsing any AJSBF website. The User accepts that any third party links and/or third party content which are available on a AJSBF website are not property of AJSBF. Use of such third party links and/or content is done at the user's own discretion. The User indemnifies AJSBF against any damages that flow from the use thereof whether such damages are or may be direct and/or indirect.

### **5. Amendments**

- 5.1 AJSBF reserves the right, at its own discretion, to change, modify, add to and/or remove portions of these Terms and Conditions of Use at any time.
- 5.2 AJSBF encourages the users of the website to review these Terms and Conditions periodically in order to acquaint themselves with any amendments that may have taken place.
- 5.3 Upon a Visitor using the website after any amendments have been made, the user relays his/her acceptance of such amendments.

### **6. Severability**

In the event of any clause contained in this agreement being found to be contrary to public policy, objectionable or unenforceable in any way by a competent court, then such clause shall be severable from the remaining contents of this agreement and shall not affect the validity and continuing enforceability of the remainder of the agreement after the offending clause has been severed.

### **7. Governing Law**

This agreement shall be governed in terms of the Laws of the Republic of South Africa.

**8. Dispute Resolution**

Any dispute between the parties to these Terms and Conditions of Use arising from or in connection with such shall be determined in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators nominated by it.