

# TERMS & CONDITIONS

## Parties

You” and “Your” refer to any person accessing this website. “The Company” refers to Traffic Expert Solutions (Pty) Ltd, and any of its subsidiaries.

## Introduction and acceptance

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions, or any part thereof, you must not use this website.

## License to use website

Unless otherwise stated, The Company and/or its licensors own the intellectual property rights in the website and material on the website.

Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution by the Company.

## Acceptable use:

You must not use this 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 this 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 this website without The Company's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without The Company's express prior written consent.

## Restricted access

The Company reserves the right to restrict access to certain areas of or the entire website at The Company's sole discretion.

## No warranties

This website is provided "as is" without any representations or warranties, express or implied. The Company makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, The Company does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading. Nothing on this website constitutes, or is meant to constitute, advice of any kind.

## Limitations of liability

The Company will not be liable to you in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct, indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

## Exceptions

Nothing in these terms and conditions will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit The Company liability in respect of any:

- death or personal injury caused by The Company negligence;
- fraud or fraudulent misrepresentation on the part of The Company or
- matters which it would be illegal or unlawful for The Company to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Other parties

You accept that, as a limited liability entity, The Company has an interest in limiting the personal liability of its directors, officers and employees. You agree that you will not bring any claim personally against The Company directors, officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in these terms and conditions will protect The Company directors' officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Traffic Expert Solutions (Pty) Ltd.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these terms and conditions.

## **Indemnity**

You hereby indemnify The Company and undertake to keep The Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Company to a third party in settlement of a claim or dispute on the advice of The Company legal advisers) incurred or suffered by The Company 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.

## **Breaches of these terms and conditions**

Without prejudice to The Company other rights under these terms and conditions, if you breach these terms and conditions in any way, The Company may take such action as The Company deems 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.

## **Variation**

The Company may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website.

## **Assignment**

The Company may transfer, sub-contract or otherwise deal with The Company rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **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 constitute the entire agreement between you and The Company in relation to your use of this 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.