

## Web Site Terms & Conditions of Use

### USAGE

1. Persons using the **www.eliance.co.za** web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of **www.eliance.co.za** when accessing the web site as set out below.
2. This web site is only intended to provide the user with information regarding **www.eliance.co.za**, its products and services.
3. **www.eliance.co.za** expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this web site without notice.
4. Nothing on this web site shall be construed as an offer by **www.eliance.co.za** to you, the user, but merely an invitation to do business.

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5. All content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to **www.eliance.co.za**, and as such, are protected from infringement by domestic and international legislation and treaties.
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### ELECTRONIC COMMUNICATIONS

8. By using this web site or communicating with **www.eliance.co.za** by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

### CHANGES AND AMENDMENTS

9. This web site may include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information herein and these changes will be incorporated in any new editions of this web site. **www.eliance.co.za** reserves the right to make improvements and/or changes or amendments to this web site at any time.
10. **www.eliance.co.za** reserves the right to change and amend the prices and rates quoted on this web site without any notice.

### PRIVACY POLICY

11. **www.eliance.co.za** respects your privacy and is committed to privacy protection principles. This privacy policy statement sets out **www.eliance.co.za** information gathering and dissemination practises.
12. While using this web site, information about you may be either collected by us or provided by you. Such information will become the property of **www.eliance.co.za**. We will have the right to use your information to generate anonymous statistics, which will be our property.
13. **www.eliance.co.za** may use this personal information to provide you with information regarding our products, services, or events from time-to-time. You may request that **www.eliance.co.za** cease sending you such information or request that your personal information be removed from our database or mailing list at any time by e-mailing [info@eliance.co.za](mailto:info@eliance.co.za)

14. You may also request access to any personal information concerning you that **www.eliance.co.za** holds. The Promotion of Access to Information Act, 2 of 2000 ("PROATIA") set out and regulate how such a request should be made and under what circumstances such access may be refused.

15. You may update or correct your personal information by e-mailing info@eliance.co.za. You may also view your personal information that we hold and correct it if necessary on written request to **www.eliance.co.za**.

16. **www.eliance.co.za** will not disclose any personal information to anyone except as provided for in this policy. We may however need to disclose personal information to **www.eliance.co.za** employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations, except in the case of the sale of **www.eliance.co.za** or its associated services or web site(s), **www.eliance.co.za** will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.

17. **www.eliance.co.za** is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party web sites.

18. **www.eliance.co.za** reserves the right to alter the terms and conditions of this privacy policy at any time. You will be responsible for reviewing any such changes each time you access the **www.eliance.co.za** web site and your continued use of the web site after changes have been posted online, constitutes your acceptance of this policy as modified by the posted changes.

19. If you have any questions or concerns arising from this policy or the way in which we are handling your personal information, please contact us at [please e-mail for this purpose].

#### **TRANSMISSION OF INFORMATION**

20. The user acknowledges that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception. The user is therefore discouraged from transmitting to **www.eliance.co.za** any information that may be confidential, proprietary, or sensitive. The user shall bear all risk of transmitting such information in this manner and under no circumstances will **www.eliance.co.za** be liable for any loss, harm, or damage suffered by the user as a result thereof. **www.eliance.co.za** reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should **www.eliance.co.za** deem it necessary.

21. Any information or material sent to **www.eliance.co.za** will be deemed not to be confidential, unless otherwise agreed in writing by the user and **www.eliance.co.za**.

22. Some of the pictures indicated on **www.eliance.co.za** are not necessarily a true reflection of the actual but is an indication only.

#### **LINKING AND FRAMING**

23. It is expressly prohibited for any person, business, entity or web site to link to any page on this web site, including the home page, without the prior written approval of **www.eliance.co.za**.

24. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of **www.eliance.co.za**.

#### **AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

25. No information or data on this web site is an offer, but merely an invitation to do business.

26. No agreements shall be concluded merely by sending a data message to this web site or its owners, valid agreements require an acknowledgement of receipt from this web site.

#### **SEARCHING TECHNOLOGY**

27. The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site's server and/or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 5 to 7 hereof.

#### **LINKS TO THIRD PARTY SITES**

28. **www.eliance.co.za** may provides links to the user only as a convenience and the inclusion of any link does not imply **www.eliance.co.za**'s endorsement of such sites.

29. Linked web sites or pages are not subject to the control of **www.eliance.co.za**. **www.eliance.co.za** shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

## **SECURITY**

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## **SEVERABILITY**

34. These Terms and Conditions of Use constitute the entire agreement between **www.eliance.co.za** and you, the user of this web site. Any failure by **www.eliance.co.za** to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

35. In the event that any term or condition of the use of this web site 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.

## **APPLICABLE LAW**

36. This web site is hosted, controlled and operated from the Republic of South Africa, and thus, South African law and the jurisdiction of the South African courts govern the use or inability to use this web site.

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Johannesburg in English.

The arbitration rules may be downloaded from: [http://www.arbitration.co.za/Pages/docs/expedited\\_rules.pdf](http://www.arbitration.co.za/Pages/docs/expedited_rules.pdf).

37. By accessing this web site you agree that in the event of any dispute of any nature whatsoever arising between you and **www.eliance.co.za** on any matter provided for in, or arising out of this agreement, then that dispute shall be submitted to Arbitration Foundation and decided by mediation or arbitration.

## **CONTACT INFORMATION**

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

Street Address:  
Block a North  
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