

TERMS OF USE – COPYRIGHT & DISCLAIMER

1. DEFINITIONS

The following terms shall have the corresponding meanings assigned to them:

- 1.1. “Intellectual Property” means, collectively, the patents, copyrights (and moral rights), Trade Marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-How, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by BTI Branding Solutions on or in connection with this website.
- 1.2. “Know-How” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used by BTI Branding Solutions in connection with this website, as well as, all available information regarding marketing and promotion of the products and services described in this website, as well as all and any modifications or improvements to any of them.
- 1.3. “BTI Branding Solutions” means BTI Branding Solutions (Pty) Ltd.
- 1.4. “Terms of use” means these terms of use, as amended from time to time.
- 1.5. “Trade Marks” means those trade marks owned by BTI Branding Solutions (or of which BTI Branding Solutions is designated as beneficial owner) and any other trade marks, designs, logos, style names, tag lines and slogans which BTI Branding Solutions owns or has the right to use or any derivative service offerings of, and applications for, any of same.
- 1.6. “Website” means each and every website owned, hosted, operated or administered by BTI Branding Solutions.
- 1.7. “Website Material” means the contents of this website, including without limitation, all and any information, data, documents, Intellectual Property, material, products (including software) or services contained in, accessed through, or downloaded or obtained from this website.

2. INTERPRETATION

- 2.1. The headings used in these Terms of use are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the whole or any part of these Terms and conditions.
- 2.2. No term or provision contained in these Terms of Use is to be interpreted or construed so as to exclude any rights granted by Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 to any natural person who enters or intends entering into an electronic transaction with BTI Branding Solutions on this website.
- 2.3. Any reference in these Terms of Use to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party’s liquidator or trustee, as the case may be.

3. ACCEPTANCE OF TERMS OF USE

This website is made available to you by BTI Branding Solutions conditional upon your acceptance, without modification, of these Terms of Use. Your access to and use of this website constitutes your agreement to and acceptance of these Terms of Use. If you do not agree with any provision contained in these Terms of Use, please do not use this website.

4. MODIFICATION OF TERMS OF USE

BTI Branding Solutions reserves the right, in its sole discretion, to amend (including without limitation, by the addition of new terms and conditions) these Terms of Use at any time and from time to time without notice to you. Any such amendments shall come into effect immediately and automatically. You undertake to review these Terms of Use regularly prior to use of this website for any such amendments.

5. OTHER TERMS AND CONDITIONS

Certain products and/or services offered (as opposed to described) on this website, if any, may be subject to additional terms and conditions as indicated on that part of the website (see Product Terms and Conditions) and your use of those products and/or services offered will also be subject to those additional terms and conditions governing those relevant products and/or services. To the extent that those additional terms and conditions conflict with these Terms of Use, then those additional terms and conditions shall take precedence.

6. WEBSITE MATERIAL

- 6.1. Subject to the provisions of these Terms of Use, you may download, view and print the Website Material restrictively for your own personal use and for non-commercial purposes only.
- 6.2. You may not alter, modify, decompile, reverse-engineer, copy, reproduce, distribute, transfer, sell, transmit, display, broadcast, publish, license or create derivative works from the Website Material.
- 6.3. You may not use this website or the Website Material for or in conjunction with any illegal, unlawful or immoral purposes or as prohibited by these Terms of Use.
- 6.4. You may not link to any page on this website or frame this website or any of the pages on this website in any way whatsoever without the prior written permission of BTI Branding Solutions. Recognising the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding online conduct.
- 6.5. To the extent that any copying, reproduction, distribution, transmission, display, broadcasting or publishing of any Website Material is expressly permitted (such permission to be interpreted in its most restrictive sense) you may do so, provided that all Trade Marks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original Website Material are retained and displayed without alteration or modification and not in any manner obscured or removed.
- 6.6. You acknowledge that you do not acquire any ownership rights or rights of use in or to any Website Material by downloading that Website Material.
- 6.7. You acknowledge that you do not acquire any ownership rights or rights of use in or to any Website Material by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that Website Material where permitted to do so.

7. INTELLECTUAL PROPERTY

- 7.1. The Intellectual Property is owned by BTI Branding Solutions or used under license or with permission. You may not copy, reproduce, display or use any Intellectual Property in any manner whatsoever without BTI Branding Solutions prior written permission and nothing contained on this website should be construed as granting any licence or right of use of any Intellectual Property.
- 7.2. This website is Copyright © 2005, BTI Branding Solutions. All rights reserved.
- 7.3. Trade Marks which are identified as trade marks owned by BTI Branding Solutions, belong to BTI Branding Solutions. Trade Marks other than those belonging to BTI Branding Solutions which are displayed on this website are the trade marks of their respective owners.

8. CHANGES TO THE WEBSITE

BTI Branding Solutions may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, product, service or information contained on this website at any time without any prior notice to you. BTI Branding Solutions may also impose limits on certain features and services or restrict your access to any or all of the website or Website Material without notice or liability.

9. DISCLAIMERS

- 9.1. Your use of this website and reliance on any Website Materials available on this website is entirely at your own risk. This website, including all Website Materials, is provided “as is”.
- 9.2. BTI Branding Solutions does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information contained in, displayed on, linked to or distributed through this website or the Website Materials. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. BTI Branding Solutions reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this website and the Website Materials.
- 9.3. Information, ideas and opinions expressed on this website and in the Website Materials should not be regarded as professional advice or the official opinion of BTI Branding Solutions and you are strongly advised to seek professional advice before taking any course of action related to them.
- 9.4. To the fullest extent permissible by law, BTI Branding Solutions disclaims all warranties of any kind, whether express or implied, including without limitation to the implied warranties of merchantability or fitness for a particular purpose, in respect of this website and the Website Materials. BTI Branding Solutions does not warrant that the functions contained in this website or the Website Materials will meet your requirements or operate in every combination selected by you for use; will be uninterrupted, timely, secure or error free; that any defects or errors will be corrected; or that this website or the Website Materials or the server that makes them available is free of viruses or other harmful components. BTI Branding Solutions does not warrant that this website or the Website Materials will provide specific results from use of this website or the Website Materials or any content, search or link within them or that the results that may be obtained from the use of this website will be accurate or reliable.
- 9.5. Whilst BTI Branding Solutions takes reasonable precautions in its operation of this website, neither BTI Branding Solutions nor its agents or representatives will assume any responsibility and neither BTI Branding Solutions nor its agents or representatives (in whose favour this constitutes a stipulatio alteri) (stipulation for another) shall be liable for any damages to or for viruses that may infect your computer equipment or software or other property on account of your access to, use of or browsing of this website or the Website Materials or your downloading of any materials, data, text images, video or audio from this website or the Website Materials. Any material downloaded or otherwise obtained through the use of this website or the Website Materials is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

10. LIMITATION OF LIABILITY

- 10.1. You agree that under no circumstances whatsoever, including as a result of BTI Branding Solutions negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law BTI Branding Solutions may be liable, shall BTI Branding Solutions or its servants, agents or contractors or other persons for whom in law BTI Branding Solutions may be liable (in whose favour this constitutes a stipulatio alteri) (stipulation for another) be liable for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by you, your directors, servants, dealers or customers, resulting from your use of or inability to use the website or the Website Materials.

10.2. You agree that no claims or legal action arising out of, or related to, the use of this website, the Website Materials or these Terms of Use may be brought by you more than 1 (one) year after the cause of action relating to such claim or legal action arose.

11. INDEMNITY

You hereby indemnify BTI Branding Solutions and its officers, directors, employees, servants, agents or contractors or other persons for whom in law BTI Branding Solutions may be liable (in whose favour this constitutes a stipulatio alteri) (stipulation for another) from any loss, damage, damages, liability, claim or demand due to or arising out of your use of this website or the Website Materials or your breach of these Terms of Use.

12. LINKS

Links to and from this website to other websites belonging to or operated by third parties do not constitute an endorsement by BTI Branding Solutions of such linked websites or their contents nor do they constitute any association by BTI Branding Solutions with their owners or operators. BTI Branding Solutions has no control over such linked websites and is not responsible or liable for any content, information, goods or services available on or through any such linked websites or for any damage, damages or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any such linked websites. You agree that where you access linked websites, you do so entirely at your own risk.

13. DEALINGS WITH THIRD PARTIES

Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to this website is entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings. You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with such third party. You agree that BTI Branding Solutions shall not be responsible or liable for any damage, damages or loss caused or alleged to be caused by or in connection with your interaction, correspondence or business dealings with such third parties. You acknowledge that such third parties are not the agents of BTI Branding Solutions.

15. GOVERNING LAW

This website is hosted, controlled and operated from the Republic of South Africa. We both agree that these Terms of Use shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa. To the extent that a court has jurisdiction over any matter between the parties arising out of or in connection with these Terms of Use, we both submit ourselves to the exclusive jurisdiction of the High Court of the Republic of South Africa.

17. LEGAL SERVICE OF DOCUMENTS AND NOTICES

BTI Branding Solutions chooses the addresses under the Contact us link for all purposes under these Terms of Use, whether in respect of court process, notices or other documents or communications of whatsoever nature.

18. SEVERABILITY

Any provision in these Terms of Use which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto (as if it were not written) and severed from these Terms of Use, without invalidating the remaining provisions of these Terms of Use.

19. FULL LEGAL AGE

In using this website you represent and warrant that you are of full legal age, or are emancipated or have your guardian's consent to enter into a contract being these Terms of Use or any other Product Terms and Conditions regarding your use of this website and the Website Materials available on this website.

20. PRIVACY POLICY

Information provided to BTI Branding Solutions or which BTI Branding Solutions receives arising out of your use of BTI Branding Solutions websites will be treated as confidential, afforded a reasonable standard of protection and not be used or disclosed to any third party except pursuant to a requirement or request by operation of law, regulation or court order. Whether or not information provided to BTI Branding Solutions or which BTI Branding Solutions receives arising out of your use of BTI Branding Solutions websites is attorney/client privileged, would be determined by way of factual enquiry dependant on the circumstances under which it was disclosed. To the extent that any such information is attorney/client privileged then that information will be afforded such privilege.

21. MONITORING OF COMMUNICATIONS

You expressly give your consent for BTI Branding Solutions to monitor your internet and e-mail traffic on BTI Branding Solutions various website servers and domains. You acknowledge that BTI Branding Solutions monitors internet and e-mail traffic on these various website servers and domains primarily to ensure that surfers and consumers are not acting illegally, unlawfully or in breach of these Terms of Use and:

- 21.1. to maintain the integrity and security of BTI Branding Solutions websites and information technology systems;
- 21.2. to investigate and detect any unauthorised use of BTI Branding Solutions websites and information technology systems; and
- 21.3. as an inherent part of and to secure the effective operation of BTI Branding Solutions websites and information technology systems.

22. TERMINATION

If you breach any of these Terms of Use, BTI Branding Solutions may immediately, automatically and without notice to you, terminate your use of and access to BTI Branding Solutions website, and/or prohibit your future access to use of BTI Branding Solutions website, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising, and all of BTI Branding Solutions rights in this regard are expressly reserved.

23. WHOLE AGREEMENT

- 23.1. These Terms of Use constitute the whole agreement between you and BTI Branding Solutions relating to your access to and use of this website.
- 23.2. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms of Use which BTI Branding Solutions may show, grant or allow you shall operate as an estoppel against BTI Branding Solutions in respect of its rights under these Terms of Use nor shall it constitute a waiver by BTI Branding Solutions of any of BTI Branding Solutions rights and BTI Branding Solutions shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.