TERMS AND CONDITIONS OF USE

YOUR USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS

This web site, including all of its features and content (this "Web Site") is a service made available by Sabinet ("The provider") and all content, information and services provided on or through this Web Site may be used solely under the following terms and conditions.

DEFINITIONS AND INTERPRETATION

(a) **"Content"** including but not limited to: text, submissions, images, audio and/or video, PDF's in whole or in part;
(b) **"submissions"** - including but not limited to notes, images, creative materials, ideas, suggestions concepts, communication including any data, questions, comments and other information submitted in the Web site via transmission by electronic mail or otherwise;
(c) **"The Provider"** means Sabinet Online Limited (registration number 1996/017856/06)
(d) **"User"** means any person who enters, uses or accesses the Web site, notwithstanding the fact that such a person only visited the home page of the Web Site;

(e) **"The Web Site"** means the Sabinet Online website located at http://www.sabinet.co.za, www.sabinet.com, discover.sabinet.co.za, reference.sabinet.co.za, http://www.sabinetlaw.co.za, www.salegislation.co.za, www.sagazettes.co.za, www.labour.sabinet.co.za, www.journals.co.za, and also www.ajarchive.org and includes any part or element thereof;

In this agreement unless it appears to the contrary, the singular shall include the plural and vice versa, any reference to any gender shall also include the opposite gender and any reference to a natural person, shall include legal person and vice versa.

1. WEB SITE LICENSE

1.1 As a user of this Web Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Web Site and Content in accordance with these Terms of use. The provider may terminate this license at any time for any reason.

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2. IMPORTANT NOTICE

2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**").
2.2 **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
2.3 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Sabinet to explain it to you before you accept the Terms and Conditions or continue using the Website.
2.4 Sabinet permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

3. TRADE MARK, COPYRIGHT AND RESTRICTIONS ON USE

3.1 The Content on this Web Site is for your personal use only and not for commercial exploitation.

3.2 The Web Site consists of content which is derived entirely or in part from content sourced by and provided to the provider and other sources. The said content is protected under applicable South African Copyright and Trade Mark Laws, International Trade Marks and Copyright Laws and conventions.

3. 3 The user is strictly prohibited from creating works that are based on the content found on this site. The prohibition applies regardless of whether the content is sold, negotiated or given away and/or further alienated in any manner whatsoever.

3.4 The user, with the inclusion of but not the limitation of, may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disenable, display, or distribute or in any way exploit any of the content, except in so far that the user may download or print one copy of the content on any single computer for the user's personal, non-commercial use only.

Provided that all propriety notices and restrictions attached onto the content are kept intact, unless expressly permitted by the site, or

unless prior written consent from the provider has been obtained

3.5 Users are required to register and receive confirmatory e-mail messages in order to gain access to certain content or services on the Web Site.

3.6 Users may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or create derivative works from this Web Site or Content.

3.7 Users may not use any network monitoring or discovery software to determine the site architecture or extract information.

3.8 Users may not use any robot, spider, web crawlers, other automatic software or device, or manual process to monitor, search or copy our Web Site or the Content without the provider's prior written permission.

3.9 Users may not use this Web Site to transmit any false, misleading, fraudulent or illegal communications

3.10 Users may quote small and reasonable amounts of content available from the Web site only if such quote is placed in inverted commas and acknowledged.

3.11 Users may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above.

3.12 No person may frame the Web Site, in any manner whatsoever, without the prior written consent of the provider

3.13 The provider shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such Content by the user or any third party who obtained any content from the user.

3.14 Hyperlinks to Web Site from any other source shall be directed at the home page of the Web Site. The provider shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Web Site if such content was accessed through a hyperlink not directed at the home page of the Web Site. Persons that wish to link to content beyond the home page of the Web Site shall do so at their own risk and indemnify the provider against any loss, liability or damage that may result from the use of Content from the Web Site.The providers non-liability for deep linking is based on the fact that deep links bypass these terms of use.

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4. NOT LEGAL ADVICE

Content is not intended to and does not constitute legal advice. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed and your use of Content on this Web Site or materials linked from this Web Site is at your own risk.

5. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

5.1 All intellectual property on the Web site, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to the provider and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Web site are expressly reserved.

5.2 “Sabinet Online” is a registered trademark and Users agree not to use the Sabinet Online trademark or trademark as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to the provider at the cost of the User.

6. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and account to access the Web site.

7. CHANGES AND AMENDMENTS

The provider expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

7.1 change these terms and conditions;

7.2 change the content and/or services available from the Web site;

7.3 discontinue any aspect of the Web site or service(s) available from the Web site; and/or

7.4 change the software and hardware required to access and use the Web site.

8. PURCHASE OF ARTICLES

8.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

8.2 Payment can be made via PayPal.

8.3 You will need to comply with the terms and conditions of PayPal in order to register an account directly with PayPal through which you will be able to make online purchases.

8.4 Sabinet does not receive, process or store credit card numbers.

8.5 Once you have selected your articles and proceeded to checkout you will be redirected to a secure PayPal website. Once redirected you will be bound by the PayPal website terms and conditions as provided here https://www.paypal.com/za/webapps/mpp/ua/legalhub-full

9. PRIVACY

9.1 The provider shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

9.2 The provider may electronically collect, store and use the following personal information of Users:

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9.2.1. name and surname;

9.2.2. birth date;

9.2.3. gender;

9.2.4. address;

9.2.5. contact numbers;

9.2.6. non-personal browsing habits and click patterns;

9.2.7. e-mail address;

9.2.8. IP address;

9.2.9. User selected password

9.3 The provider collects, stores and uses the abovementioned information for the following purposes:

9.3.1. providing the Product, support and services to the User;

9.3.2. subject to the User’s consent, inform the User of facts relating to his/her access and use of the Web site;

9.3.3. subject to the User’s consent, inform the User about competitions and special offers from the provider and/or its partners / affiliates; and

9.3.4. to compile non-personal statistical information about browsing habits, click-patterns and access to the Web site.

9.4 The provider may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

9.4.1. The provider shall not disclose personal information from Users unless the User consents thereto;

9.4.2. The provider shall disclose information without the User’s consent only through due legal process; and

9.4.3. The provider may compile, use and share any information that does not relate to any specific individual.

9.5 The provider owns and retains all rights to non-personal statistical information collected and compiled by the provider.

10. HYPERLINKS TO THIRD PARTY SITES

The provider may provide hyperlinks to web sites not controlled by the provider (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites. The provider does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

11. SECURITY

11.1 The provider shall take all reasonable steps to secure the content of the Web site however, the provider does not make any warranties or representations that content shall be 100% safe and secure.

11.2 The provider is under no legal duty to encrypt any content or communications from and to the Web site and is also under no legal duty to provide digital authentication of any page on the Web site.

11.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Web site or the server and computer network that support the Web site. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold the provider harmless against any and all liability, damages and losses the provider and its partners / affiliates may suffer as a result of such damaging code.

11.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the content and the provider reserves the right to claim damages any and all persons concerned with a security failure or breach.

12. DISCLAIMER AND LIMITATION OF LIABILITY

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12.1 The provider, its owners, employees, suppliers, network operators, partners, affiliates and agents shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

12.1.1. access to the Web site;

12.1.2. access to web sites linked to the Web site;

12.1.3. inability to access the Web site;

12.1.4. inability to access web sites linked to the Web site;

12.1.5. content available on the Web site;

12.1.6. services available from the Web site;

12.1.7. download, installation and use of the content or product; and

12.1.8. any other reason not directly related to the providers gross negligence.

12.2 The provider shall not be liable for any loss, claim, liability or damage of any kind resulting from the use of the Web site.

12. 3 The Web site and content is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him/herself, prior to entering into this agreement with the provider, that the content, products and services available from and through the Web site meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

12.4 Information, ideas and opinions expressed by the provider through electronic mail or on the Web site should not be regarded as professional advice or the official opinion of the provider and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Web site.

12.5 This Web site is directed primarily at Users in the Republic of South Africa and therefor the provider shall not, as far as allowed by South African law, be liable for defamation, libel, slander, privacy infringement, personality infringement or copyright infringement, in whatsoever format, outside the borders of the Republic of South Africa.

12.6 The provider sources content from various third parties and does not control the content provided by such third parties and the provider only serves as an electronic distribution platform for such third party content. Therefore the provider shall not be liable, in any manner whatsoever for defamation, privacy infringement, personality infringement or copyright infringement related to content on the Web site not created by the provider or its employees.

12.7 The provider does not make any warranties or representation that content, products and services available from the Web site will in all cases be true, correct or free from any errors. The provider shall take all reasonable steps to ensure the quality and accuracy of content available from the Web site.

12.8 The provider does not make any warranties or representations that the Web site and the Customer Support Centre will be available at all times. Users acknowledge that the Web site and the Customer Support Centre may be unavailable due to updates or other causes beyond the reasonable control of the provider, including, but not limited to virus infection, power failure or other “acts of God”.

13. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on the Web site to the provider and the provider undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

14. INTERCEPTION OF COMMUNICATIONS

14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the provider’s right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Web site or its staff and employees.

14.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the “writing” requirement.

15. UNLAWFUL ACTIVITY

The provider reserves the right to investigate complaints, suspicions or reported violations of our Term of use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to the applicable authorities, regulators or third parties and disclosing and information necessary to appropriate such persons or entities.

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16. ENTIRE AGREEMENT AND SEVERABILITY

16.1 These terms and conditions constitute the entire agreement between the provider and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by the provider from the User.

16.2 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

17. APPLICABLE AND GOVERNING LAW

The Web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Web site, its content, services and these terms and conditions.

18. TERMINATION OF AGREEMENT

18.1 The use of or access to the Web site constitutes the users acceptance of the terms and conditions hereof, which are binding on the user and take effect on a date when the user first makes use of, or accesses the Web site.

18.2 If the user does not accept all the terms and conditions in full, the user must exit the site immediately.

18.3 The provider has the exclusive discretion to terminate the agreement at any time.

18.4 After the user has exited the site as aforesaid the user must destroy all content, whether content, materials or software, obtained from the site and all copies thereof.

18.5 In the event of the user failing to exit the site as aforesaid the provider has the right to claim any indirect, direct, incidental, special or punitive damages caused to the provider from the users unauthorized access and/or use of Web site. The user further indemnifies the provider against any claims for damages of whatsoever nature caused to another party by the users unauthorised use and/or access of the Web site.

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