

Terms & Conditions of Use of this Website

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All references to "you" and "your" are deemed to refer to any user and/or visitor of www.farr-sa.co.za ("**Website**").

1 Acceptance of terms

The Foundation permits the use of this Website subject to these terms and conditions ("**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.

2 Use of the Website

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2.3 You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

3 Ownership and copyright

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4.2 While the Foundation takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Foundation makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

4.3 ALL INFORMATION PROVIDED ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, OR NON-INFRINGEMENT, AS MAY BE ALLOWED IN LAW.

4.4 The Foundation does not accept any responsibility for any errors or omissions on this Website.

4.5 In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Foundation also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to

corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

5 **Linked third party websites**

- 5.1 This Website may contain links or references to other websites ("**Third Party Websites**") outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Foundation is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.
- 5.2 Notwithstanding the fact that this Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and WE ARE NOT RESPONSIBLE FOR ANY LOSS, EXPENSE, CLAIM OR DAMAGE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM YOUR USE OF SUCH THIRD PARTY WEBSITES or your reliance on any information contained thereon.

6 **No Hyperlinks or Deep Linking**

- 6.1 You may not establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise, to this Website or any subsidiary pages without the prior written consent of an authorised Foundation representative. If the Foundation elects to grant such consent, it may be granted subject to such conditions as the Foundation may specify from time to time.
- 6.2 Furthermore, you are not permitted to "deep link" to this Website or to "frame" any part of this Website.

7 **Privacy policy**

The privacy policy has been drafted with due cognizance of the provisions of the Protection of Personal Information Bill.

- 7.1 We respect your privacy. Should you decide to make use of our Website, the only personal information that we will require of you is the following:
- your name and surname; and
 - your email address.
- 7.2 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 7.3 The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services, to inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material), and to improve your experience on our Website.
- 7.4 The Foundation will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –
- required in order to comply with applicable law, order of court or legal process served on the Foundation; and/or
 - disclosure is necessary to protect and defend the rights or property of the Foundation.
- 7.5 We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- 7.6 We will:
- treat your personal information as strictly confidential;
 - take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

7.7 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

8 Limitation of liability

8.1 THE FOUNDATION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN, OR INABILITY TO USE, AND/OR UNLAWFUL ACTIVITY ON, THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE, UNLESS SUCH LOSS OR DAMAGES ARISE DUE TO THE GROSS NEGLIGENCE OF THE FOUNDATION.

8.2 YOU HEREBY INDEMNIFY THE FOUNDATION AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

9 Changes to these Terms and Conditions

The Foundation reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

10 Availability and termination

10.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

10.2 The Foundation may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Foundation will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

11 Governing Law

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.