

## WEBSITE TERMS OF USE

(General terms for any visitors using this website)

Version number: 1.0

**Introduction.** These are the general terms of the relationship between you (website visitor) and us (website owner). The terms cover all use of this website. You agree to the terms by visiting and using this website.

## INTERPRETATION

**Definitions.** The words in bold below have the following meanings:

- **terms** includes these general terms, specific terms that apply to a specific section of this website our privacy policy and any other relevant terms, conditions, policies, disclaimers, authorities and notices agreed between you and us.
- **we, us or our** refers to SealedBid (Pty) Ltd trading as **SealedBid**, the owner of the website. It includes our officers, agents, employees, owners, co-branders and associates where these terms limit or exclude our liability.
- **You** refers to any visitor to this website, including any other person, website, business or agent (including any virtual or robotic agent) associated with the visitor.

**Conflict.** If the meaning of any general term conflicts with any other relevant specific term, the specific term will apply. Specific terms apply to a specific section of the website or have been specifically agreed between you and us.

## USE OF THIS WEBSITE

**Licence.** We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

**Breach.** If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you and take any other steps the law allows, without affecting our rights.

**Framing.** You may not frame this website or any of its pages.

**Linking.** You may only link to the home page of this website at [www.sealedbid.co.za](http://www.sealedbid.co.za). You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property.

**Virtual agents.** You may not use any technology (including spiders, crawlers, bots and similar virtual agents) to search or gain any information from this website.

## INTELLECTUAL PROPERTY

**Ownership.** We own this website and (together with any licensors) own all content and other rights in it, including all intellectual property rights such as copyright and patent rights. All moral rights are reserved.

**Trade marks.** You may not use any trademark, trade name, brand or logo on this website or related marketing material without first getting the owner's written permission.

**Restrictions.** Unless we expressly allow it, this website may not be:

- copied, modified or used to make derivative works;
- transferred, distributed, decompiled or reverse engineered, or
- rented, leased, loaned, sold or assigned;

#### **IMPORTANT DISCLAIMERS and LIMITS TO OUR LIABILITY**

**You use this website at your own risk.** We provide the website 'as is'. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defect, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

**You indemnify us.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this website.

**Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

**Direct damages limited.** If the previous clause does not apply for any reason, **our maximum liability** to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

**No liability for indirect damages.** We will **never be responsible** for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

**Other website.** We are not responsible for anyone else's website.