

## **Terms of Use**

### **1 Introduction**

1. [www.eqcore.co.za](http://www.eqcore.co.za) (the Site) is operated and owned by Eqcore Pty Ltd (we, us and our). We are registered in South Africa company number 2015 / 095 377 /07. Our VAT number is 4270274741.

2. Use of the Site is on the terms contained in this document (Terms of Use). If you do not agree to these Terms of Use, stop using the Site immediately. By accessing and using the Site you are indicating your acceptance to be bound by these Terms of Use. They are a legal agreement between you and us and can only be amended with our consent. They should be read in conjunction with any details provided on the Site about how the Site operates and the services which are available.

3. The supply of any products or services you order from the Site is subject to our Trading Terms. You should also read our Privacy Policy.

4. We reserve the right to change these Terms of Use from time to time without prior notice by changing them on the Site.

### **2 Accessing the Site**

1. The Site is strictly for the use of persons aged 18 years or over. If you are not aged 18 years or over, stop using this Site immediately. By continuing to use the Site, you acknowledge that you are aged 18 years or over.

2. We cannot guarantee that the Site will operate continuously or without interruptions or be error free. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Site or any computer system, server, router or any other internet-connected device.

3. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. You also understand that we cannot and do not guarantee or warrant that any content of the Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.

4. From time to time, we may restrict access to certain features or parts of the Site, or the entire Site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

5. We reserve the right, in our discretion, to withdraw, suspend or modify the Site or certain features or parts of the Site with or without notice to you, where we have reason to do so. There may also be times when the Site or certain features or parts of the Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of the Site or any service available on or through the Site.

### **3 Using the Site**

3.1 You must use the Site and the information available from the Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.

### **4 Accuracy of information**

1. We will use reasonable endeavors to ensure that information on the Site is accurate, but commentary and other material posted on the Site are not intended to amount to advice or authority on which reliance should be placed. Except to the extent that our Trading Terms apply, we make no representation or warranty that any information is accurate, complete or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such information by you or anyone to whom you communicate such information.

2. If you find any inaccurate information on the Site please let us know and we will endeavor to correct it, where we agree, as soon as reasonably practicable.

### **5 Intellectual property rights**

1. All content on the Site including but not limited to text, software, photographs and graphics is protected by copyright. We, or our licensors, own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such content, as well as in the original content. Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall give you any rights in respect of any intellectual property owned by us or our licensors. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, trademarks, logos or other proprietary marks, or those of any affiliated companies with us, or any of the content of the Site, in whole or in part, except as provided in these Terms of Use.

2. No copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trade mark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

3. The rights granted to you under these Terms of Use shall terminate immediately upon your breach of any of these Terms of Use.

### **6 Our liability in relation to your use of the Site**

1. Although we hope the Site will be of interest to users (and except to the extent that our Trading Terms apply), we accept no liability and offer no warranties or conditions in relation to the Site or its content, to the fullest extent such liability can be excluded by law.

2. We shall not be liable to you for any business / Private losses and shall only be liable for any losses which are reasonably foreseeable by law.

3. In no event shall we be liable to you for any indirect or consequential loss, loss of profit, revenue or goodwill arising from your use of, or inability to use, the Site or information on the Site. Except as provided in these Terms of Use, all terms implied by law are excluded.

6.4 Nothing in these Terms of Use shall be deemed to limit or exclude our liability for death or personal injury caused by our negligence or our responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

## **7 General**

1. Any formal legal notices should be sent to us at the address at the end of these Terms of Use by email and confirmed by post.

2. Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.

3. If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

4. You and we agree that South Africa law applies to these Terms of Use and that any dispute between us regarding the Site or arising out of or in connection with these Terms of Use will only be dealt with by South African courts.

## **8 Updates**

8.1 We reserve the right to change this privacy policy from time to time by changing it on the Site. This Terms of Use policy was last updated on 01 June 2018.

Contact:

[Legal@egcore.co.za](mailto:Legal@egcore.co.za) Alternative [ericf@egcore.co.za](mailto:ericf@egcore.co.za)

Thank you