

## **WELCOME TO PROC ACTIVE SOLUTIONS PTY (Ltd)**

These terms and conditions outline the rules and regulations for the use of PROC Active Solutions PTY (Ltd)'s Website.

PROC Active Solutions PTY (Ltd) is located at: \_\_\_\_\_, South Africa.

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use PROC Active Solutions PTY (Ltd)'s website if you do not accept all of the terms and conditions stated on this page.

### **1. Terminology**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

- a. "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.
- b. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company.
- c. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.
- d. "All terms" refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of South Africa.

Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **2. Cookies**

- a. We employ the use of cookies. By using PROC Active Solutions PTY (Ltd)'s website you consent to the use of cookies in accordance with PROC Active Solutions PTY (Ltd)'s privacy policy.
- b. Most of the modern day interactive web site use cookies to enable us to retrieve user details for each visit.
- c. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.
- d. Some of our affiliate / advertising partners may also use cookies.

### **3. License**

Unless otherwise stated, PROC Active Solutions PTY (Ltd) and/or it's licensors own the intellectual property rights for all material on PROC Active Solutions. All intellectual property rights are reserved. You may view and/or print pages from <http://www.procactive.co.za> for your own personal use subject to restrictions set in these terms and conditions.

You are prohibited from:

- a. Republishing material from <http://www.procactive.co.za>;
- b. Selling, renting or sub-licensing material from <http://www.procactive.co.za>;
- c. Reproducing, duplicating or copying material from <http://www.procactive.co.za>

- d. Redistributing content from PROC Active Solutions (unless content is specifically created for the purpose of redistribution).

#### **4. Reservation of Rights**

- a. We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site.
- b. You agree to immediately remove all links to our Web site upon such request.
- c. We also reserve the right to amend these terms and conditions and its linking policy at any time.
- d. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

#### **5. Content Liability**

- a. We shall have no responsibility or liability for any content appearing on your Web site.
- b. You agree to indemnify and defend us against all claims arising out of or based upon your Website.
- c. No link(s) may appear on any of your Web site pages or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

#### **6. Disclaimer**

- a. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:
  - a. limit or exclude our or your liability for death or personal injury resulting from negligence;
  - b. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
  - c. limit any of our or your liabilities in any way that is not permitted under applicable law; or
  - d. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer are subject to the preceding paragraph and govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

#### **7. Breach**

Should any of these Terms and/or Conditions be breached by you and you fail to rectify such breach within 24 hours of being notified, you agree to be held liable for all legal costs as per attorney and own client scale arising from such breach. You also agree to the Magistrate's Court's jurisdiction irrespective of the amount.