

Terms and Conditions of Use of the CSM Technologies (Pty) Ltd Website

### 1. Acceptance of terms and conditions

CSM Technologies (Pty) Ltd provides the information contained on this website and any pages comprising the website ("website") to you subject to the terms and conditions of use set out herein ("terms and conditions"). By accessing, using and/or downloading any information from the website, you are deemed to have accepted and agreed to the terms and conditions. If you do not accept and agree to the terms and conditions, do not access, use or download any information from the website.

# 2. Modification of terms and conditions

CSM Technologies (Pty) Ltd may at any time modify the terms and conditions without notice to you and your continued access or use of the website will be subject to the terms and conditions in force at the time of such access or use. Accordingly, you should review the terms and conditions periodically as your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions.

# 3. Content of the Website

Whilst every effort is made to update the information contained on this website on a regular basis, CSM Technologies (Pty) Ltd makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information, opinions, data and/or content contained on the website and shall not be bound in any manner by any information contained on the website. CSM Technologies (Pty) Ltd reserves the right at any time to change the content or discontinue without notice, any aspect or feature of the website. No opinions, research information, data or content contained on the website (and whether posted by CSM Technologies (Pty) Ltd or a third party should be construed as advice and same are offered for information purposes only.

### 4. Links to Other Web Sites

External links may be provided for your convenience, but they are beyond the control of CSM Technologies (Pty) Ltd and no representation is made as to their content. The inclusion of any link does not imply endorsement by CSM Technologies (Pty) Ltd of such site or the contents thereof. Use of or reliance on any external links is at your own risk. No hypertext links may be

# CSM Technologies ICT Made Easy

created from any website controlled by you (whether directly or indirectly) to the website without the express prior written permission of CSM Technologies (Pty) Ltd.



## 5. Copyright and Intellectual Property Rights

# +27(0) 72 100 4605

+27 (0) 11 893 2959

Copyright and all intellectual property rights in and to all materials, texts, drawings and data made available on the website (collectively "materials") are owned by CSM Technologies (Pty) Ltd alternatively, CSM Technologies (Pty) Ltd is the lawful user thereof and same are protected by international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos and service marks (collectively "trademarks") displayed on the website are the registered and unregistered trademarks of CSM Technologies (Pty) Ltd. Nothing contained on the website should be construed as granting any licence or right to use any trademark without the prior written permission of CSM Technologies (Pty) Ltd. Without detracting from this, CSM Technologies (Pty) Ltd hereby authorises you to view and use the content of this website, or any part thereof, provided that such content is used for information purposes only.

## 6. Transmission of information

Your attention is drawn to the fact that information transmitted via the internet to CSM Technologies (Pty) Ltd is susceptible to monitoring and interception. CSM Technologies (Pty) Ltd reserves the right to request independent verification of any information transmitted and your consent to such verification should CSM Technologies (Pty) Ltd deem it necessary. You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or which violates any applicable laws and you hereby indemnify CSM Technologies (Pty) Ltd against any loss, liability, damage or expense of whatever nature which CSM Technologies (Pty) Ltd or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website.

# 7. General

7.1 These terms and conditions constitute the sole record of the agreement between you and CSM Technologies (Pty) Ltd in relation to the subject matter hereof. Neither you nor CSM Technologies (Pty) Ltd shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and CSM Technologies (Pty) Ltd in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon CSM Technologies (Pty) Ltd unless agreed to by CSM Technologies (Pty) Ltd. No indulgence or extension of time which CSM Technologies (Pty) Ltd may grant to you will



constitute a waiver of or, whether by estoppel or otherwise, limit on y of the existing or future rights of CSM Technologies (Pty) Ltd in terms hereof, save in the event or to the extent that CSM Technologies (Pty) Ltd has signed a written document expression waive ing or limiting such rights.

- 7.2 CSM Technologies (Pty) Ltd shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions to any third party without notice to you.
- 7.3 All provisions of these terms and conditions are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these terms and conditions shall remain of full force and effect.
- 7.4 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the English courts in respect of any disputes arising in connection with these terms and conditions or any matter related to or in connection therewith.

These terms and conditions were last updated on 01 June 2020. Copyright © 2020 CSM Technologies (Pty) Ltd (Pty) Ltd

All rights Reserved