

## **AZOTEQ TERMS OF WEBSITE USE**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.azoteq.com](http://www.azoteq.com) ("**Website**"). Please read these Terms of Website Use carefully before you start to use the Website. By using our Website, you indicate that you accept these Terms of Website Use and that you agree to abide by them. If you do not agree to these Terms of Website Use, please refrain from using our Website.

### **INFORMATION ABOUT US**

Azoteq.com is a site operated by Azoteq (Pty) Ltd ("**We**"). We are a private company have our registered office at Paarl, South Africa. Our main trading address is 109 Main Road, Paarl, South Africa.

### **ACCESSING OUR WEBSITE**

Access to our Website is permitted on a temporary basis, and we reserve the right to amend the information or withdraw the services we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Website (including but not limited to the services other intellectual property rights offered on or via the Website) and in the material published on it. Those works are protected by copyright laws, and treaties around the world. All such rights are reserved.

You may print off one copy, copy and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off copied or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.

You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms of Website Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made whether modified or unmodified.

### **OUR WEBSITE CHANGES REGULARLY**

We aim to update our Website regularly and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. We intend to update information as regularly as possible, but if any of the material on our Website is out of date at any given time, and we are under no obligation to update such material. Azoteq (Pty) Ltd shall not be held liable to any person or company for use of or reliance on any inaccurate information or opinions contained herein.

## **OUR LIABILITY**

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the extent permitted by law, We, other members of our group of companies and third parties connected to us, hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, law or otherwise;
- any liability whatsoever incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - direct, indirect or consequential loss or damage;
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind, however arising and whether caused by infringement of general laws (including the omission to act in accordance with reasonable carefulness), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **PROHIBITED USES**

You may use our Website only for lawful purposes. You may not use our Website:

- in any way that breaches any applicable law or regulations;
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to send, receive, upload, download, use or re-use any material which does not comply with our Content Standards set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to create liability for us in any way; or in any way that causes us to lose (in whole or in part) the services of our ISPs or other suppliers; and

- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of any of the provisions in these Terms of Website Use;
- not to access without authority, interfere with, damage or disrupt:
  - any part of our Website;
  - any equipment or network on which our Website is stored;
  - any software used in the provision of our Website; or
  - any equipment or network or software owned or used by any third party.

#### **SOFTWARE DOWNLOADS**

The use of any software downloads made available from our Website will be subject to the terms and conditions of the end user licence agreement associated with such software. By downloading, installing, modifying, copying or by otherwise using such software you indicate your acceptance of the terms and conditions of the associated end user licence agreement.

#### **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious, technologically harmful or designed to disrupt the current operation of our Website. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

We may report any breach under these Terms of Website Use to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

#### **LINKING AND FRAMING**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

#### **LINKS FROM OUR WEBSITE**

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have not reviewed these third party websites and we have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to our Website, you do this entirely at your own risk.

## **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of these Terms of Website Use. Where a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms of Website Use constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Website;
- issue a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Website Terms of Use. The responses described in these Website Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

## **TRADE MARKS**

Azoteq's trademarks and patents can be viewed at <http://www.azoteq.com/corporate/patents-trademarks.html>.

## **VARIATIONS**

We may revise these Terms of Website Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Website Use may also be superseded by provisions or notices published elsewhere on our Website.

## **YOUR CONCERNS**

If you have any concerns about material which appears on our Website, please contact [*Insert contact details*].

Thank you for visiting our Website.