



# Website Terms of Use

February 2021 | Version 2.2

## 1. Introduction

These are the general terms of the relationship between

- **you** – the website visitor
- and **us** – Cinque (Pty) Ltd (registration number: 2008/022669/07) and our subsidiaries, also known as Cinque – the website owner. Our subsidiaries include: Cinque Analytics (Pty) Ltd, (registration number: 2016/361403/07); Cinque Collections (Pty) Ltd, (registration number: 2013/216151/07); and Cinque Guarantee and Commercial (Pty) Ltd, (registration number: 2016/192046/07).

The terms cover any use of the website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

## 2. Definitions and interpretation

### 2.1. *Definitions.* In the agreement:

**terms** means the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website)

**we, us, or our** means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability

**you or your** means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor

### 2.2. *Interpretation.* If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website or have been specifically agreed between you and us.

## 3. Use of this website

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

### 3.2. *Breach.* If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your right, 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.

### 3.3. *Framing and linking.* You may not frame this website or any of its pages. You may only link to the home page of this website. 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, unless we have given you written permission to do so.

### 3.4. *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, unless we have given you written permission

to do so.

## 4. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from your parent (or legal guardian) to do so.

## 5. Accurate information

You promise that you will only give accurate information to us and this website.

## 6. Intellectual property

**6.1. Ownership.** Except as provided to the contrary in these terms, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

**6.2. Trademarks.** Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

**6.3. Restrictions.** Except as expressly permitted under these terms, the website may not be:

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

## 7. Limits to our liability

**7.1. 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 defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

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

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

**7.4. 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.

**7.5. 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.

**7.6. Other websites.** We are not responsible for anyone else’s website.

## 8. General

**8.1. Entire agreement.** The terms are the entire agreement between the parties on the subject.

**8.2. Changes to website.** We may change or stop publishing this website without notice and will not be responsible for any consequences.

**8.3. Changes to terms.** We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

**8.4. Facts about website.** If an authorised administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.

- 8.5. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 8.6. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 8.7. **Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.