



BLACK SPOT SOLUTIONS (PTY) LTD  
4 Park Road  
Mthatha  
5099

Tel: (+27) 47 880-0909  
Email: [info@blackspotsolutions.co.za](mailto:info@blackspotsolutions.co.za)

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## BLACK SPOT SOLUTIONS (PTY) LTD | DISCLAIMER

All references to “**the Company**”, “**we**”, “**us**” and “**our**” in these terms and conditions are deemed to refer to Black Spot Solutions (Pty) Ltd.

All references to “**you**” and “**your**” are deemed to refer to any user and/or visitor of [www.blackspotsolutions.co.za](http://www.blackspotsolutions.co.za) (“**Website**”).

### ACCEPTANCE OF TERMS

The Company permits the use of this Website subject to the Terms and Conditions (“**Terms and Conditions**”). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

### USE OF THE WEBSITE

1. You may only use the Website if you are 18 years of age or older. If you are under 18, you may use the Website only with the involvement of your parent or legal guardian.
2. You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
3. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
4. You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.

### OWNERSHIP AND COPYRIGHT

1. The contents of this Website, including any information, software, icons, text, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to the Company.
2. No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited. To obtain permissions for the commercial use of any content on this site contact the Founder, Mr. Loyiso Mtengwane at (+27) 47 880-0909 or email [info@blackspotsolutions.co.za](mailto:info@blackspotsolutions.co.za)



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## DISCLAIMER

While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

All information provided on this website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law. The Company does not accept any responsibility for any errors or omissions on this Website.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way

## LINKED THIRD PARTY WEBSITES

This Website may contain links or references to other websites (“**Third Party Websites**”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.

Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

## PRIVACY POLICY

BLACK SPOT SOLUTIONS (PTY) LTD values its clients and recognises that it must maintain and use client information responsibly. We are already in possession of your personal information (such as your name, email address and phone numbers), which you provided to us at the time that you applied for web access. By using the website, you will have restricted access. You will also be allowed to participate in any discussion and / or surveys that we may run. Any information we collect relating to you, will be used in an effort to improve our service relationship with you. In addition, we may use information received to help us improve our website design.

We do not sell or share any of the information that we collect online to any unaffiliated third party. Our website may contain links to other sites that are not under our control. These websites have their own policies regarding privacy, which you should review before visiting them. We cannot take any responsibility for linked websites and provide these links solely for the convenience and information of our visitors.

If our information practices change in the future, we will communicate such changes on our website. Users of our website may view, download and print our privacy policy for private purpose only.



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Should you have any questions about our privacy policy, please contact our website administrator at BLACK SPOT SOLUTIONS (PTY) LTD at [info@blackspotsolutions.co.za](mailto:info@blackspotsolutions.co.za)

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1. We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
2. We will –
  - treat your personal information as strictly confidential;
  - take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
  - upon your request, promptly return or destroy any and all of your personal information in our possession or control.
3. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
4. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, **THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY.** This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

#### **LIMITATION OF LIABILITY**

**THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN, OR INABILITY TO USE, AND/OR UNLAWFUL ACTIVITY ON, THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

**YOU HEREBY INDEMNIFY THE COMPANY AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

## CHANGES TO THESE TERMS AND CONDITIONS

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

### 1. Availability and termination

- We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
- The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

### 2. Governing Law

- These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

### 3. Agreement and Terms of Use

By using our website for any reason whatsoever, you, the user, agree and subject yourself to the terms and conditions as contained herein and as set out below. Our website only provides you with information regarding BLACK SPOT SOLUTIONS (PTY) LTD our association and any products / services offered by us and/or our Members and does not constitute in any way a legal opinion or binding agreement enforceable against us and/or any of our Members.

### 4. Content

You are authorised to view, copy, download, print the content of our Website, or any part thereof, provided that the content:

- is used for information and/or private purposes only;
- any reproduction must include the following notice: © BLACK SPOT SOLUTIONS (PTY) LTD (2015) - All rights reserved.

Should you wish to use any content from this site for commercial purposes you may do so, with our prior written permission.

### 5. Intellectual Property Rights

Our intellectual property includes, but is not limited to all trademarks, copyright, data, databases, private information, text, software, graphics, designs, icons and hyperlinks. This intellectual property is our property or is licensed to us and is therefore protected from infringement by both domestic and international law and treaties. We expressly reserve all rights in respect of all the intellectual property on our Website.

**6. Changes and Amendments**

We expressly reserve the right, in our sole and absolute discretion, and without prior notice to you, to alter and /or amend the content of any part of our website and also to change any amounts, costs or rates as may be quoted. You undertake to view our website from time to time in order for you to acquaint yourself with the changes and /or amendments to our information.

**7. Privacy Policy**

You acknowledge that you have accessed and read our Privacy Policy as set out on our Homepage. We protect your privacy subject to the terms thereof. We expressly record that we retain the copyright in respect of our databases of and relating to any personal information of our website users.

**8. Electronic Communications**

When you enter and use our website, or when you communicate with us by sending us an e-mail, you consent and agree to receiving communications from us electronically and also that all instruments of agreements, letters, notices, disclosures and other communication(s) and / or correspondence, as sent by us to you, will satisfy any legal requirement(s), including but not limited to the requirement that such communication or correspondence should be "in writing".

**9. Linking and Framing**

Any third party site may link to our website provided that such a link is directed at the homepage of our website.

Without our prior written approval, it is expressly prohibited for any person, business, entity or website to link to any page, other than the home page of our website and to frame any page on our website, including the home page, in any way whatsoever.

**10. Agreements in terms of Section 21 of the Electronic Communications and Transactions Act No. 25 of 2002 ("the Act")**

Information or data on our website is merely a facility to access information and discussions.

**11. Searching Technology**

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from our web site is not permitted, specifically in the event that such technology will result in slowing down our website's server or infringing the copyright of any data and/or information available on or from the our website. The data and information as contained on our website may only be used in order to comply with clauses 5 to 9 as set out above.

**12. Adverting and links to third party sites**

We may provide you with links to other site(s). In the event of a link being provided, we expressly record that such link(s) is only provided for your convenience and the inclusion of such link does not imply our endorsement of any such linked site(s). Linked websites or pages are not subject to our control. We shall not be held responsible or be liable, directly or indirectly, in any way whatsoever in respect of and/or for the content, or your use of, or your inability to use or access any linked website(s) or any link(s) contained in a linked website.

**13. Information Security**

We will take all reasonable steps to secure your information. You undertake not to divulge your user name and/or password to any other person. It is expressly prohibited for any person, company, business, or any other entity to gain or attempt to gain unauthorised access to any page of our website or to deliver or attempt to deliver any unauthorised, damaging or malicious code to our website. Any person who contravenes the provisions of this clause, shall be prosecuted and held criminally liable. We shall also institute civil proceedings for the recovery for any damages or loss suffered by us.

**14. Disclaimer and Exclusions of liability**

You acknowledge that you have accessed and read our Disclaimer as set out on our Homepage.

**15. Severability**

These Terms and Conditions of Use constitute the entire agreement between you, as the user of this website, and BLACK SPOT SOLUTIONS (PTY) LTD. Any failure on our part in exercising or enforcing any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision. Should any term or condition of the use of our website not be fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

**16. Applicable and Governing Law**

Our website is hosted, controlled and operated from the Republic of South Africa, and therefore the South African Laws govern the use of or inability to use this website as well as these terms and conditions.

**17. Contact Information / Domicilium Citandi Et Executandi**

Should you have any questions or queries or wish to request permission to use any part of this website, including, linking, framing, or searching, please contact us at:

Street Address:

BLACK SPOT SOLUTIONS (PTY) LTD | 4 Park Road Mthatha 5099

Postal Address:

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