#### **TERMS & CONDITIONS**

[STOPFORTHS INC. ATTORNEYS]

Web Site Terms & Conditions of Use

#### E-MAIL DISCLAIMER AND CONFIDENTIALITY NOTE

- 1.1 Everything in this e-mail and any attachments relating to the business of Stopforths Incorporated is proprietary to the company. It is privileged and confidential. Stopforths Incorporated does not own or endorse any other content. Views and opinions are those of the sender unless clearly stated as being that of the company unless the sender expressly states them to be the views or opinions of an entity or person, who shall be named by the sender and who the sender shall state to represent.
- 1.2 The person addressed in this mail is the sole authorised recipient. Please notify the sender immediately if it has unintentionally reached you. Destroy the original message and do not read, disclose or use the content in any way. Although every effort has been taken, Stopforths Incorporated can not assure that the integrity of this communication has been maintained nor that it is free of errors, virus, interception or interference. Stopforths Incorporated does not accept any liability for damage, loss, expense or otherwise from this message and/or any attachments.

# **USAGE**

- 2.1 Persons using the STOPFORTHS INCORPORATED web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of STOPFORTHS INCORPORATED when accessing the web site as set out below.
- 2.2 This web site is only intended to provide the user with information regarding STOPFORTHS INCORPORATED, and its services rendered.
- 2.3 Without derogating from the aforegoing, STOPFORTHS INCORPORATED hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this web site, or any part thereof, provided that such content is used for information and/or non-commercial purposes only.
- 2.4 Users that wish to use content from this site for commercial purposes may only do so with prior written permission.

#### INTELLECTUAL PROPERTY RIGHTS

3.1 All content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to STOPFORTHS INCORPORATED, and as such, are protected from infringement by domestic and international legislation and treaties.

Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site is expressly reserved.

# **ELECTRONIC COMMUNICATIONS**

4.1 By using this web site or communicating with STOPFORTHS INCORPORATED by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

#### **AMENDMENTS**

- 5.1 STOPFORTHS INCORPORATED expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this web site without prior notice, and to change and amend the prices and rates quoted on this web site without any notice.
- 5.2 The user undertakes to check STOPFORTHS INCORPORATED frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the web site.

# **PRIVACY POLICY**

- 6.1 STOPFORTHS INCORPORATED protects the user's privacy and no personal information will be disclosed to third parties without the user's permission or due process.
- 6.2 Information provided by the user voluntarily is used to provide a better service to users;

6.3 Information automatically provided (e.g. cookies) is gathered to better your browsing and interaction with STOPFORTHS INCORPORATED.
6.4 By using this web site the User consents to the following:
6.4.1 STOPFORTHS INCORPORATED may use your personal information to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications; and
6.4.2 STOPFORTHS INCORPORATED may use user's information for non-personal statistical purposes.
6.5 STOPFORTHS INCORPORATED retains the copyright in databases of personal information of users.
LINKING AND FRAMING
7.1 Any third party site may link to this web site provided that such a link is directed at the home page of this web site. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of STOPFORTHS INCORPORATED.
7.2 It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of STOPFORTHS INCORPORATED.

# AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 8.1 No information or data on this web site is an offer but merely an invitation to do business.
- 8.2 No agreements shall be concluded merely by sending a data message to this web site or its owners. Valid agreements require an acknowledgement of receipt and acceptance of an offer from this web site.

#### **SEARCHING TECHNOLOGY**

9.1 The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 5 to 8 hereof.

## **LINKS TO THIRD PARTY SITES**

- 10.1 STOPFORTHS INCORPORATED may provide links to the user only as a convenience and the inclusion of any link does not imply STOPFORTHS INCORPORATED endorsement of such sites.
- 10.2 Linked web sites or pages are not subject to the control of STOPFORTHS INCORPORATED. STOPFORTHS INCORPORATED shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

#### **SECURITY OF INFORMATION**

- 11.1 All reasonable steps will be taken to secure a user's information.
- 11.2 User undertake not to divulge their user name and passwords to any other person

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that STOPFORTHS INCORPORATED should suffer any damage or loss, civil damages will be claimed.

#### **DISCLAIMER**

13.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, STOPFORTHS INCORPORATED shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, STOPFORTHS INCORPORATED makes no

representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free.

- 13.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with STOPFORTHS INCORPORATED that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software
- 13.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of STOPFORTHS INCORPORATED and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site

13.4 Neither STOPFORTHS INCORPORATED nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

13.5 Postings of any kind posted to this web site or e-mail send to this web site is not editorially controlled and therefore STOPFORTHS INCORPORATED cannot be held liable for illegal or unconstitutional content. The users indemnifies STOPFORTHS INCORPORATED from all liability in this regard.

#### **SEVERABILITY**

14.1 These Terms and Conditions of Use constitute the entire agreement between STOPFORTHS INCORPORATED and you, the user of this web site. Any failure by STOPFORTHS INCORPORATED to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

14.2 In the event that any term or condition of the use of this web site is not 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.

## **APPLICABLE LAW**

This web site is hosted, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this web site and these terms and conditions.

# ARBITRATION AND DISPUTE RESOLUTION

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved then such a dispute shall be submitted to Trust Online (Pty) Ltd for mediation and/or arbitration. Any dispute referred to Trust Online (Pty) Ltd shall be conducted in accordance with the standard terms and onditions, the General Mediation Rules and the General Arbitration Rules, which can be viewed at http://www.trustonline.co.za/rules/mediation and http://www.trustonline.co.za/rules/arbitration.

# CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

17.1 If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:
Street Address:
MEDICAL CENTRE 5B
OLD PAARL ROAD
BRACKENFELL
7560
Postal Address:
PO BOX 487
BRACKENFELL
7561
Tel: 021 – 981 6140
Fax: 021 – 981 9101
Email: info@stopforths.co.za
© 2004 STOPFORTHS INCORPORATED All Rights Reserved