

Great White Sport & Surf Website Disclaimer

Definitions

Unless the context requires another meaning –

- “information” includes text, data, images, illustration, software and other material forming part of the information services;
- “the information service” means the information contained in the website or any part thereof;
- “the website” refers to Great White Sport & Surf (Pty) Ltd, the website located at <http://www.greatwhitesport.co.za>, and includes any part of the website; and
- “third party website” refers to a website maintained by parties other than Great White Sport & Surf (Pty) Ltd which can be accessed by hyperlink from the website;
- “Great White Sport & Surf” refers to Great White Sport & Surf (Pty) Ltd and its subsidiaries and affiliates duly incorporated in terms of the laws of South Africa.

Purpose

These terms and conditions form an agreement between yourself and Great White Sport (Pty) Ltd. Accessing and using the information services constitutes the agreement. The information service, including any new information added to the information service from time to time, is provided subject to these terms and conditions. The terms and conditions may be amended without prior notice to you. Accessing and using the information services after an amendment to the terms and conditions constitutes acceptance of the amended terms and conditions.

Ownership

The website is owned and managed by Great White Sport & Surf (Pty) Ltd, duly incorporated in terms of the laws of South Africa. Certain information contained on the website has been provided by third parties and is owned by those third parties.

Registered domain(s):

Great White Sport & Surf (Pty) Ltd is the owner of the following domain name(s):

<http://www.greatwhitesport.co.za>

<http://www.wetsuitwarehouse.co.za>

Amendment

The information contained herein, including but not limited to, any information posted in any public area or chat room, may be amended, modified, substituted, suspended or deleted at any time without prior notice.

Acceptable uses

The information may be downloaded to a local hard disk, printed or reproduced for personal non-commercial use, provided that the source is acknowledged whenever the information is used for personal non-commercial purposes.

Prohibited uses

The following uses of the information services are prohibited without prior express written permission from Great White Sport & Surf (Pty) Ltd:

1. Copying, distribution or display of the information beyond what may legally construed as personal non-commercial use;
2. Publication, broadcasting or sale of the information;
3. Use of the information in any manner which infringes any copyright or proprietary interest of Great White Sport & Surf (Pty) Ltd or any third parties;
4. Systematic downloading of the information using automated data retrieval programs;
5. Copying, incorporating or storing the information in another website, an electronic retrieval system or other publication in any form, whether hard copy, electronic or otherwise and
6. Framing of the website

The following uses are always prohibited:

The sending or posting of any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane or pornographic.

You hereby indemnify Great White Sport & Surf (Pty) Ltd and hold it harmless against all loss, liability, damage or expense of whatsoever nature which Great White Sport & Surf (Pty) Ltd or any third party may suffer which arises out of or is in connection with, whether directly or indirectly, your use of the website to send or post any such message or material.

Interruptions

Electronic communication and the Internet are inherently unstable and prone to interruptions and failure. This website will be subject to both scheduled and ad hoc maintenance and updates, which may lead to interruptions in the delivery of the content of the site. Great White Sport & Surf (Pty) Ltd does not warrant, guarantee or represent that the information service will be provided uninterrupted, without failures or error-free.

Viruses and other harmful content

The threat of viruses and other harmful content is inherent to electronic communication. Great White Sport & Surf (Pty) Ltd does not warrant, guarantee or represent that the website or information is free of viruses or other harmful content. You must take the necessary precautions to protect yourself against viruses and other harmful content.

Great White Sport & Surf (Pty) Ltd is not responsible for any loss or damage however arising from infection by viruses or other harmful content of your computer or computer systems, whether as a result of accessing, browsing or downloading the information or otherwise.

In the event of any virus or malicious code being detected on the website or parts thereof, as needs be the website will be shut down until such time as the virus or malicious code has been eradicated and you shall have no claim against Great White Sport & Surf (Pty) Ltd as a result of such a shutdown.

Links to third party websites

The website contains hypertext links to websites maintained by individuals and organisations other than Great White Sport & Surf (Pty) Ltd. Links are provided for convenience.

Great White Sport & Surf (Pty) Ltd:

- Has no control over the third party websites or their content;
- Does not endorse or approve the content of third party websites;
- Makes no warranty or representation regarding the accuracy, timeliness, completeness, suitability, adequacy or any other aspect of the information contained in third party websites.

By accessing the links to a third party website you:

- Do so at your own risk;
- Undertake to comply with the terms and conditions of use of such website;
- Undertake to refrain from infringing the copyright and other intellectual property rights of third parties in respect of such website;
- Indemnify Great White Sport & Surf (Pty) Ltd and hold it harmless against all loss, liability, damage or expense of whatsoever nature arising out of or in connection with your accessing of such website;
- No hyper-text links shall be created from any website controlled by you or otherwise to this website without the express written permission of Great White Sport & Surf (Pty) Ltd.

Accuracy, timeliness etc.

Care has been taken to ensure that the information services are accurate and up to date. However Great White Sport & Surf (Pty) Ltd does not guarantee accuracy, timeliness, completeness, suitability or adequacy of the information.

No representation or warranty is provided regarding the:

- Accuracy
- Timeliness
- Completeness
- Suitability
- Adequacy
- Or any other aspect of the information and/or content contained in the website and Great White Sport & Surf (Pty) Ltd shall not be bound in any manner by any information contained on the website.

No warranties of fitness for a particular purpose are provided. The information is provided "as is" and "as available" without any warranty of any kind.

Liability

For the reasons given above, Great White Sport & Surf (Pty) Ltd disclaims and has no liability for any loss or damage, direct, special, consequential or otherwise, personal injury or expense of whatsoever nature arising out of or in connection with the use of or reliance on the information or website and you hereby indemnify Great White Sport & Surf (Pty) Ltd and hold it harmless against all loss, liability, damage, direct, special, consequential or otherwise or personal injury or expense of whatsoever nature which may be suffered by you or such third party arising out of or in connection with the use of or reliance on the information or the website.

Copyright

Unless otherwise stated:

- the website
- the general design of the website and
- the information contained in the website

are protected by copyright or other intellectual property rights, which remain the exclusive property of Great White Sport & Surf (Pty) Ltd.

Trademarks, patent notices, logos and other intellectual property displayed on this site are registered and unregistered marks of Great White Sport & Surf (Pty) Ltd or the registered and unregistered marks of third parties represented on the site and are the property of Great White Sport & Surf (Pty) Ltd or the third parties as the case may be and may not be used without prior express written permission from Great White Sport & Surf or, where applicable, the owner.

Trademarks, patent notices and copyright notices and related visual marks and logos may not be removed from the information or any authorized reproduction of the information.

The information may be used only for the acceptable uses mentioned above. Any unauthorized use may violate copyright, trademark, patent and other laws, making you liable under both civil and criminal law.

Email

Unprotected email is subject to possible interception, alteration or loss.

User Information gathered

Information regarding the operating systems, browsers and IP origins of the users of the website may be collected for statistical reporting purposes. No personal information regarding the users of this website is obtained aside from that which is freely given by the user. This information, namely email addresses, will not be given or sold to any third parties and will be used solely for the purposes of replying to requests for information initiated by the user via the website.

General

- a) These terms of use constitute the sole record of the agreement between you and Great White Sport & Surf (Pty) Ltd in relation to the subject matter hereof. Neither you nor Great White Sport & Surf (Pty) Ltd shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms of use supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Great White Sport & Surf (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 either you or Great White Sport & Surf (Pty) Ltd unless agreed to by Great White Sport & Surf (Pty) Ltd. No indulgence or extension of time which either you or Great White Sport (Pty) Ltd may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
- b) Great White Sport & Surf (Pty) Ltd shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms of use to any third party.
- c) All provisions of these terms of use are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms of use which is or becomes unenforceable in any jurisdiction, whether due to being voided, invalidity, illegality, unlawfulness or for any reason whatsoever shall, in such jurisdiction only and to the extent that it is so unenforceable, be treated as pro scripto and the remaining provisions of these terms of use shall remain in full force and effect.

Applicable law

This agreement is governed by and interpreted in terms of the laws of South Africa.