



Website Terms of Use

Website Terms of Use of Indawo Group (Indawo Cape (Pty) Ltd, Luvthis Trading & Investments (Pty) Ltd trading as Indawo Construction) hereinafter referred to INDAWO GROUP
(Registration Number: 1967/003120/07 & 2015/229810/07)

1. Terms of Use for this Website

THE RELATIONSHIP BETWEEN YOURSELF ("the User") AND INDAWO GROUP ("the Provider") WITH RESPECT TO THE DOMAIN WWW.INDAWO.BIZ AND THE BLOG, AND SOCIAL MEDIA (COLLECTIVELY KNOWN AS "THE WEBSITE") IS REGULATED BY THESE TERMS OF USE AND THE PRIVACY POLICY ("the Terms"). THE TERMS BECOME A BINDING CONTRACT, AND COME INTO EFFECT AS SOON AS THE USER HAS ACCESS TO THE WEBSITE. IF THE USER SO REFUSES TO ACCEPT THE WEBSITE TERMS OF USE THE ONLY OPTION FOR SUCH A USER IS TO DESIST FROM UTILISING THIS WEBSITE, WHICH INCLUDES A PROHIBITION OF THE FOLLOWING, INCLUDING BUT NOT LIMITED TO, THE DISPLAY, USE, DOWNLOADS, INCLUDING COPYING AND DISTRIBUTING ANY CONTENT OF THE WEBSITE.

2. Revised versions of the terms

The Provider may amend, alter, add or omit any provisions of the Terms without the consent of the User. The Terms are consequently operational as soon as the same have been uploaded or posted on the Website.

3. Details of Services

3.1 The User agrees that the Website will solely be used for the following purposes:

3.1.1 for the User to surf or browse for more information pertained to the Services that the Provider offers, which includes but is not limited to, painting, waterproofing, construction, structural repairs and spalling, asbestos handling, roofing, flooring, redecoration and rope access ("the Services").

3.1.2 for the User to submit contact details for Career opportunities at the Provider Company, Indawo Cape (Pty) Ltd.

3.1.3 for the User to submit his or her contact details for enquiries related to the Services the Provider so offers, as well as the obtainment of a quotation from the Provider related to such Services.

4. Copyright and Intellectual Property

4.1 The Website and its contents are subject to Copyright ©. This. Includes, however not limited to software, graphics, images, video, and sounds, music the arrangements thereof, designs, enhancements and original designs associated therewith.

4.2 The User is expressly prohibited from copying the Website and the foregoing contents (as mentioned in clause 4.1) thereof including any composite parts. The User expressly agrees that it will not, modify, recreate, publish, transmit, sell and exploit such contents for commercial gain or otherwise. No further distribution, copying, retransmission, publication or exploitation of a commercial nature of downloaded material is permitted, unless expressly excluded in Copyright Law. In the event such lawful copying takes place references to trademark legends, copyright notices and author attribution shall not be excluded. The Provider and all its associated trademarks, slogans, products and services on the site are the sole property of the Provider, its licensors and suppliers whether such trademarks are registered or unregistered. The User hereby agrees that it will refrain from copying the aforementioned without the express written permission from the relevant owner of the said trademark or the Provider. The User hereby agrees that it will refrain from copying any other intellectual property belonging to other owners; this includes their associated company names, trademarks and other intellectual property.

4.3 The Provider may make changes to the Website the contents thereof, the Terms or the Services provided by it, with or without notice to the User. All associated rights in the Website, the contents thereof are reserved and retained by the Provider as owner thereof. The User agrees that it is not granted any license or any other rights in Intellectual Property Law, which includes, yet not limited to, the law of Trademarks, Patents, or Copyright.

5. Disclaimer and Limitation of Liability

THE USER EXPRESSLY AGREES THAT USE OF THE WEBSITE WILL BE AT ITS OWN RISK. This Website is owned and controlled by the Provider, all images and content of this site are provided on an "AS IS" basis and EXCLUDES ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED AS THE CASE MAY BE, INCLUDING ANY IMPLIED WARRANTIES FOR ANY PARTICULAR PURPOSE, ANY SPECIFIED FORM OR QUALITY OR FURTHER WARRANTIES OF MERCHANTABILITY, except those warranties which are implied by and incapable of restriction modification or exclusion under the laws applicable to this agreement. THE USER FURTHERMORE EXPRESSLY AGREES TO THE FOLLOWING aspects:

5.1 Usage and Storage Practices THE USER AGREES THAT THE PROVIDER IS TO BE HELD HARMLESS AND TO BE INDEMNIFIED FROM THE RESPONSIBILITY OF THE DELETION OF, OR FAILURES TO EITHER STORE OR TRANSMIT ANY CONTENT OR OTHER COMMUNICATIONS MAINTAINED BY THE PROVIDER. THE PROVIDER RESERVES THE RIGHT TO CREATE LIMITS ON THE STORAGE AND USE OF THE WEBSITE IN ITS SOLE DISCRETION AT ANY TIME SUMMARILY WITH OR WITHOUT NOTICE;

5.2 Indemnification In Respect Of Contents of the Website THE USER FURTHER AGREES THAT THE PROVIDER, ITS SUBSIDIARIES, DIRECTORS, EMPLOYEES, PRESCRIBED OFFICERS, AGENTS, THIRD PARTY CONTENT PROVIDERS ARE TO BE HELD HARMLESS AND EXEMPT FROM ANY LIABILITY, AND SO APPLIES TO DAMAGES OR INJURIES HOWEVER SO ARISING, WHETHER IN CONTRACT, IN DELICT OR OTHERWISE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR OTHERWISE CAUSED BY ANY FAILURE OF THE WEBSITE, whether caused by unauthorised access, loss of communications, theft, inaccuracy of data provided to the User, including any viruses, spyware or any other disabling and or damaging features ("Third Party Content") that impact the functionality or availability and use of the Website, causing destruction or damage to the entire content of the Website, parts thereof or the functionality thereof. THE PROVIDER TAKES NO RESPONSIBILITY FOR ANY THIRD PARTY CONTENT, AND THE PROVIDER IS UNDER NO OBLIGATION TO MONITOR SUCH CONTENT. THE USER FURTHER AGREES THAT SERVICES THAT ARE PROVIDED TO THE USER ARE ON AN AS IS AND AS AVAILABLE BASIS. THE USER FURTHER AGREE TO HOLD THE PROVIDER, ITS SUBSIDIARIES, DIRECTORS, EMPLOYEES, PRESCRIBED OFFICERS, AGENTS AND/OR THIRD PARTY CONTENT PROVIDERS HARMLESS FOR THE FOR THE AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR RELIABILITY OF THE SERVICES OR INFORMATION ON THE WEBSITE OR ANY OTHER CLIENT SOFTWARE. THE PROVIDER ALSO RESERVES THE RIGHT TO MODIFY, SUSPEND OR DISCONTINUE THE SERVICES OR WEBSITE USE WITH OR WITHOUT NOTICE AT ANY TIME AND WITHOUT ANY LIABILITY TO THE USER.



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5.3 Impossibility of Performance Neither party shall be liable in circumstances caused that is beyond their reasonable control, including without limitations riots, acts of God, war, embargoes, acts of the military, civil authorities, fires, floods or accidents, network failures, software failures, internet and telecommunications failures, power outages and/or failures in third party service providers that adversely impact the use of the services and the Website provided by the Provider and the functionality of the site. The party affected thereby will notify the other party in writing 14 days after the occurrence of above. The agreement will thereafter be suspended till the party so affected is no longer prevented from performing its obligations, if any.

6. User Conduct

6.1 The User agrees that it is solely responsible for obtaining all computer hardware and software, telephone line and other equipment needed to access the contents and services of the Website;

6.2 The User hereby agrees that it will not utilise any data mining robots, packet sniffing methods or any other means of the acquisition or harvesting of data and information;

6.3 The User agrees that it will refrain from using meta tags or any other hypertext tagging methods referring to the Provider, the Website or any of its associated trademarks or services, unless the express written consent of the Provider is obtained.

6.4 The User hereby agrees that it will not manipulate the Website in any manner, this includes, however is not limited to, navigational technologies such as website framing methods, unless written consent is obtained from the Provider;

6.5 The User hereby agrees that all activities it performs on the Website, will be in accordance with and will not contravene any laws and associated regulations (whether intellectual property law, private law, electronic communications and transactions law or otherwise) within the republic of South Africa, and includes international laws, rules and regulations. The Provider reserves the right to summarily terminate the Users access to the Website, and all other services offered by the Provider. The Provider further reserves the right, but no obligation, to enquire or refrain from enquiring as to whether the User's use of the Website services has violated any laws, rules or regulations in the republic of South Africa or internationally.

7. Cookies

Cookies are small pieces of information that are sent via the website server which is stored on the User's computer/system hard drive so that it may be read back from the computer/system to allow the browser on such a computer and system to "remember" some information from the website, to facilitate a faster browsing time for repeat users. It is stressed that IN THE EVENT THE USER WISHES NOT TO USE THE COOKIE FEATURE, THE USER IS ADVISED TO CHECK WITH ITS BROWSER TO DEACTIVATE THIS FEATURE.

8 General Provisions

8.1 Should any provisions in the Terms be declared null and void by a competent authority, such a declaration or ruling shall not affect the validity of the provisions surviving such a declaration or ruling.

8.2 The laws of the republic of South Africa apply to these terms and conditions.

8.3 All notices and legal services must be served on the Provider at its physical address, and not via fax or email.

9. Privacy

9.1 The Provider endeavours uphold the Users privacy, which is of utmost importance and priority. All User personal information will be treated as confidential. Please view our privacy policy ([hyperlink](#)). The Provider as stated above, with respect to the Services it provides will receive various types of information from the User who obtains access to the Website, which includes personal information as stated in the in the Promotion of Access to Information ("PAIA"), Act 2 of 2000, and as detailed in section 1 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") ("Personal Information").

9.2 During the course of the provider's interactions with the User, Provider may collect, store and use ("Process") Personal Information electronically. Such Processing includes:

9.2.1 Personal Details of the User, which includes the Users Name, address, telephone numbers, email addresses, the users for the purposes that are related to the Services of the Provider (see clause 3 above);

9.2.2 The Users uploaded curriculum vitae for the purposes of career opportunities (see clause 3 above) at the Provider Company;

9.2.3 If the user is a Juristic person or other similar entity all the relevant details of such an entity, such as its registered address, Company registration numbers, contact details such as telephone numbers, and email addresses;

9.2.4 THE USER EXPRESSLY CONTENTS TO THE PROCESSING OF PERSONAL INFORMATION AS STATED IN THE PRIVACY POLICY. THE USER DECLARES THAT IT HAS READ, AND THAT IT KNOWS AND UNDERSTANDS THE CONTENTS OF SUCH A PRIVACY POLICY, AND THAT SUCH A POLICY FORMS PART AND PARCEL OF THE TERMS.

9.3 The provider voluntarily subscribes to section 51 of ECTA, and the principles of protection of personal information, as described in the Protection of Personal information Act 4 of 2013;

9.4 In the event the User feels that the Provider is not adhering to clause 9.3 then the user should communicate this fact by electronic mail to info@indawo.biz. The Provider will evaluate the Users representations, and if in the opinion of the Provider, using its sole discretion, a corrective action is necessary, it will take such remedial actions as it sees fit. The Provider will communicate its findings to the User in such cases within a reasonable period. ONCE AGAIN, CONSULT THE PRIVACY POLICY TO SEE WHAT THE PROVIDER DOES WITH YOUR INFORMATION AS USER. IT MUST BE STRESSED THAT THE PROVIDER WILL NOT PROCESS INFORMATION BEYOND THE INTENDED PURPOSE.

9.5 DESPITE SUCH AN UNDERTAKING ANY INTERNET BASED COMMUNICATIONS MAY BE INTERCEPTED. WITHOUT ENCRYPTION USAGE INTERNET, BASED COMMUNICATIONS ARE SUSCEPTIBLE TO INTERCEPTION AND FORGING. THE PROVIDER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, WHETHER SUCH DAMAGES ARE GENERAL, SPECIAL, DIRECT OR INDIRECT, WHETHER IN DELICT, CONTRACT OR OTHERWISE, AS A RESULT OF THE TRANSMISSION OF CONFIDENTIAL OR DISCLOSED INFORMATION THAT THE USER MAKES TO THE PROVIDER THROUGH THE INTERNET, OR ANY SUCH COMMUNICATIONS THE USER EXPRESSLY OR IMPLICITLY MAKE, OR ANY SUCH ERRORS OR CHANGES THAT ARE MADE TO ANY TRANSMITTED INFORMATION DUE TO INTERNET BASED COMMUNICATIONS. 1



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10. Further Representations and Warranties

User warrants and represents that all the information provided by it when utilising the services of the Provider, is true, current and correct.

11. Links to Other Sites

The Provider does not take any responsibility for any links to any other third party websites. The Provider does not warrant the reliability of such third party websites which may be placed on the site from time to time, and BY CLICKING ON SUCH LINKS TO THIRD PARTY WEBSITES, USER ACKNOWLEDGES THAT IT DOES SO AT ITS OWN RISK. THE PROVIDER IS IN NO WAY AFFILIATED, OR RESPONSIBLE FOR WHAT THE CONTENTS OF SUCH SITES ARE, NOR DOES THE PROVIDER ENDORSE SUCH THIRD PARTY LINKS, this is merely done for the sake of convenience. User further agrees that it is prohibited from using the Providers logo associated, any associated proprietary information and it associated trademarks whether registered or not, without permission in writing from the Provider. ANY BUSINESS OR DEALINGS THAT TAKE PLACE ON SUCH THIRD PARTY SITES ARE BETWEEN THE USER AND THAT THIRD PARTY. THE MERE FACT THAT THE PROVIDER IS A CONDUIT OF ANY BUSINESS OR DEALINGS, WHETHER THEY STEMMED FROM THE SITE, ANY BUSINESS DEALINGS, SERVICES AND ASSOCIATED WARRANTIES OR GUARANTEES THE USER RECEIVED FROM SUCH A THIRD PARTY SHALL IN NO WAY MEAN THAT THE PROVIDER SHALL BE HELD LIABLE, AND USER AGREES TO HOLD THE PROVIDER HARMLESS AND EXEMPT IN SUCH DEALINGS.

12. Entire Agreement

This Agreement constitutes the entire agreement between the User and the Provider and governs the User's utilisation of the Website, superseding any prior agreements between the User and the Provider. The User may also be subject to additional terms and conditions that may apply when the User uses or purchases certain other services that the Provider offers including affiliate services, third-party content or third party software.

13. Waiver

Any failure by the Provider to enforce these terms or any rights associated therewith, or other such rights shall not constitute a waiver of such terms or rights.

14. General

14.1 Applicable law This Agreement is governed by South African law.

14.2 Severability If any provision in the Terms are declared unenforceable or null and void by any court or similar authority or competent jurisdiction, the same shall not affect the remaining terms and condition of these standard terms and conditions, which shall remain valid and binding on the parties.

15. Compulsory Information In Terms of the Electronic Communications and Transactions Act 25 of 2002

Company name: Indawo Cape (Pty) Ltd (Reg no: 1967/003120/07) and Luvthis Trading & Investments trading as Indawo Construction (Reg no: 2015/229810/07)

Physical address: Unit 2, Transnet Park, Robert Sobukwe Road (Modderdam Road) N/S, 7530

Postal address: Po Box 5350, Tygervalley, 7536

Website address: www.indawo.biz

E-mail address: info@indawo.biz

Telephone number: +27 21 941 5000 (South Africa)

