

## **Terms and Conditions ("Terms")**

**Last updated: 20 January, 2015**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.dobetterbusiness.co.za> website (the "Service") operated by DoBetterBusiness ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### **Links To Other Web Sites**

Any sites of third parties linked to or from the website are not under the control of Do Better Business, and Do Better Business is not responsible for the contents of any such linked sites. Do Better Business provides those links to you only for your convenience, and the inclusion of any link to a site does not imply endorsement of the site by Do Better Business.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Do Better Business website as long as the link does not portray Do Better Business or its affiliates, in a false, misleading, derogatory, or otherwise offensive manner.

The Do Better Business website contains hypertext links to other sites on the Internet. However, Do Better Business is not responsible for any information contained in other websites, nor is it liable for any inaccurate, defamatory, offensive, or illegal materials found on other websites.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Use of Materials, Copyright and Trademarks**

Do Better Business or third parties who have licensed specific products or services shall reserve all intellectual property rights (the rights which could be protected by the copyright law, the design law, the trademark law and other intellectual property laws) concerning any documents, programs, movies, animations, articles, sketches, drawings, software, databases, trademarks, logos and other materials available on the website (the "Information"). Except to enable your personal use of the information available on the website as well as rights granted to you under applicable mandatory law, you are prohibited from reproducing, distributing, modifying, displaying, showing, publicly transmitting or otherwise creating derivative products or services of any of the information, in whole or in part, regardless of medium, without prior written permission from the intellectual property right owner(s).

The trade names, logos and product names of Do Better Business and all companies, individuals, organisations or businesses appearing on the website are trade names or trademarks of those respective companies, individuals, organisations and businesses.

All content included on this site, text, photographs, logos, graphics, button icons, data compilations and software, and the selection, arrangement and layout thereof are the property of

www.dobetterbusiness.co.za or licensed to Do Better Business and as such, are protected by South African and international copyright laws.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Prohibitions**

Attempts to upload information or change information on the Do Better Business Web Site are strictly prohibited unless specifically authorized in writing by Do Better Business. This prohibition does not apply to users providing information through an online form created by Do Better Business for that purpose.

### **Disclosures Required by Section 43 of the South African Electronic Communications and Transaction Act**

The full name and legal status of the website owner is Do Better Business, a South African company.

Membership to self-regulatory or accreditation bodies: N/A

Codes of conduct to which this web site subscribes: N/A

Main reason for website: Company website for Do Better Business

## **Disclaimer of Warranties and Limitation of Liability**

Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Do Better Business shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, Do Better Business makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free.

This website 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 Do Better Business 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.

Information, ideas and opinions expressed on this site should not be regarded as professional advice or as the official opinion of Do Better Business, and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of South Africa, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us via our website.