

Terms of Use

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DISCLAIMER

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If expert advice is required, you should contact us directly.

TERMS & CONDITIONS OF USE

1. Introduction

1.1 These terms and conditions (“the Terms and Conditions”) are binding on all persons that access the www.blackandorange.co.za website (“the Website”) without qualification or exception. By entering the Website, the person accessing the Website (“the User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

1.2 Black and Orange may from time to time amend these Terms and Conditions without notice to the User. The User’s continued use of the Website shall constitute the User’s agreement to the amended Terms and Conditions.

2. Intellectual Property

The Website is owned by Black and Orange and the User acknowledges that Black and Orange or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the Website, including, without limitation, copyright, trademarks, patents, inventions, goodwill, and trade secrets (“the Intellectual Property”).

3. Website Use

3.1 The User may not, without Black and Orange’s written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Intellectual Property or the Website content.

3.2 The User shall not infect the Website with viruses, worms, ‘trojan’ or any other code that has malicious, contaminating, or destructive properties nor shall the User damage, interfere with or intercept any data or information contained on the Website.

3.3 Access to these Website is made available for information purposes only. No content, information, statement, or opinion on this Website should be construed as legal advice. The User should consult an expert if it seeks advice.

3.4 Black and Orange reserves the right to make any changes to the Website and its content and/or services offered through the Website at any time and without notice.

- 3.5 The Website may contain links to other websites. Black and Orange has no control over such websites, does not review their content and will not be liable for their content or accuracy. The User accesses such websites at the User's own risk and discretion.
- 3.6 The User may not link to this Website without Black and Orange's prior written consent.

4. No Warranties or Liabilities

- 4.1 Black and Orange makes no warranties, whether express or implied, in regard to the Website, the content, accuracy or availability. Without limiting the aforesaid, Black and Orange does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, 'trojan horses' or any other code that has malicious, contaminating or destructive properties.
- 4.2 The User assumes all responsibility and risk for the use of the Website. Black and Orange shall not be liable for any loss, injury, damage, cost, penalty, or claim resulting from the use of the Website, whether direct or indirect, and whether or not Black and Orange has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.
- 4.3 The User hereby indemnifies Black and Orange and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by the User in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.

5. Privacy Policy

- 5.1 Certain information regarding the User can be obtained automatically as the User navigates through the Website. This includes but is not necessarily limited to the User's internet protocol address, internet browsing software and domain. This assists Black and Orange to manage the Website and provide functionality. Black and Orange may use this information for internal purposes but will not provide it to any third parties.
- 5.2 The User may provide Black and Orange with the User's personal information. The User consents to Black and Orange using such information for the purpose for which it is disclosed, and Black and Orange will not make it available to third parties without the User's consent.
- 5.3 By requesting or indicating that the User would like to receive Black and Orange's newsletter or any other newsletter which can be requested on the Website, the User consents to Black and Orange sending to the User such newsletter and any other information or material which Black and Orange deems may be of interest to the User.

6. Governing Law

The Terms and Conditions and the User's use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa. The User irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms and Conditions or the User's use of the Websites.