

## AfriForum Terms of Use Policy Websites and Portal Sites

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## **Disclaimer**

This policy, its attachments, and any rights attaching hereto are, unless the context clearly indicates otherwise, the property of AfriForum. It is confidential, private, and intended for the addressee only, and may only be used by the addressee for the particular purpose for which the policy has been requested. The addressee shall furthermore treat all personal information that comes to its knowledge or into its possession as confidential and shall not disclose it without the consent of AfriForum.

AfriForum accepts no liability whatsoever for any loss or damages, whatsoever and howsoever incurred or suffered, resulting from or arising from the use of the information in the policy or its attachments.

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## Introduction

By using any web and/or portal site of AfriForum, you agree to be bound by these terms of use. These terms of use become effective when you access any of the AfriForum ebsites and/or portal sites for the first time and constitute a binding agreement between AfriForum and yourself, which will always prevail.

The access to the services offered by these sites is provided to you free of charge, except where another agreement between us stipulates the contrary, on an "as is" and "as available" basis. AfriForum uses its best efforts to maintain the quality of its services, but you should not assume that the site is error-free, or that it will be suitable for the particular purpose which you have in mind when using it.

The information posted on the site is focused on assisting you, as the user/member, to interact with AfriForum or advance your knowledge of the specifics about AfriForum as an organisation and its services, actions, goals and objectives. Before taking any action based on, or about, the information, actions, goals and objectives of AfriForum as hosted on the site, or specific subject information posted on the site, you need to obtain professional advice appropriate to your planned action.

AfriForum is the owner of the "AfriForum.co.za" domain. No other person or entity has any right to use the aforesaid domain. Should you be contacted by or come across any site (other than this one) purporting to be the official web or portal site of AfriForum, please report this to AfriForum at [navrae@afriforum.co.za](mailto:navrae@afriforum.co.za).

## Disclaimer and limitation of liabilities

You use this web and/or portal site at your own risk.

AfriForum makes no warranties or representations of any kind (express or implied) with regards to its web and/or portal sites or the content thereof.

AfriForum shall not be held responsible for any injury, loss, expense, or damage of any kind whatsoever suffered or incurred by you because of accessing this web and/or portal site, utilising any service offered on these sites, or relying on any information contained on these sites for any reason whatsoever, including but not limited to any injury, loss or damage suffered as a result of:

- errors or discrepancies in the information provided.
- any unauthorised access or amendment of these sites by third parties.
- any breakdown or failure of any equipment or medium of access to these sites.
- any failure or unavailability of these sites, or any third-party's facilities or systems resulting in the inability to access these sites or process any transaction referred to or offered on these sites.
- the destruction or accessing of your personal information or equipment, or the equipment belonging to any third party used by you to access the site.
- any alteration, modification, upgrade or update of these sites or any technology, hardware, or software modification that may form part of these sites.

You hereby indemnify AfriForum against any demand, claim, or action for either direct, indirect, punitive or consequential damages or order against AfriForum relating to or in connection with your

use or accessing of these sites, whether such demand, claim, or action was caused directly or indirectly for any reason whatsoever.

AfriForum reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend, or withdraw these sites or any part thereof at any time.

## Privacy

Please view our “AfriForum Privacy Statement Policy” posted on our web and portal sites.

## Cookies

Please view our “AfriForum Web Cookie Policy” posted on our web and portal sites.

## Intellectual Property

AfriForum retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or within any web and/or portal sites. You are authorised to view and navigate through the information, provided that:

- the material is for personal use and not for any commercial purposes.
- any reproduction of our proprietary material from this site or portion of is prohibited.

The logos and trademarks shown on this site are our registered and unregistered trademarks or that of third parties. Nothing on this site should be construed as granting any license or right to use any trademark without our prior written permission and/or that of third parties. You may not, without our prior written permission, use our intellectual property or that of third parties for any other purpose.

An application to use our intellectual property must be submitted to [navrae@afriforum.co.za](mailto:navrae@afriforum.co.za). Upon receiving your application, we will do our best to respond and enter into further discussions with you. If you do not get a written response from us within 20 (twenty) business days, consider your request as having been rejected.

## Permission to link to our web and portal site

Nobody may establish a hyperlink, frame, meta tag, or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages before receiving our prior written approval, which may be withheld or granted subject to the conditions we specify from time to time.

An application for linking must be submitted to [navrae@afriforum.co.za](mailto:navrae@afriforum.co.za). Once received we will do our best to respond and enter into further discussions with you. If you do not get a written response from us within 20 (twenty) business days, consider your request as having been rejected.

## Links to third-party sites

Some of our site pages may contain links to other sites with information and material produced by other parties. While we endeavour to provide links only to reputable sites, we cannot accept responsibility or liability for the information provided on other sites. A link from our site to any other

site does not mean that we have scrutinised or endorsed the owners or administrators of these sites or their business or security practices and operations.

### General matters

We may amend these conditions from time to time. By accessing the AfriForum web and portal site you are bound to the version of the conditions published at the time of any visit to these sites. You agree to view the current version each time you access these sites.

Nothing on these sites should be treated as an offer but merely as an invitation to engage with or enrol as a member of our organisation.

If any provision of these terms of use is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

The laws of the Republic of South Africa apply to these terms of use as well as to the relationship between yourself and AfriForum as far as it concerns the use of our sites or any matter that may arise from such use.

Breach of these conditions entitles us to take legal action against you without prior notice and you agree to reimburse the costs associated with such legal action to us on an attorney and client scale.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

AfriForum Information Officer