

N  BUNTU

TERMS OF SERVICE

1. INTRODUCTION

These terms and conditions (“Terms”) apply to the website located at <https://nobuntu.co.za/>. The website is owned by **NOBUNTU GROUP (PTY) LTD** (“Nobuntu”).

These Terms are binding on everyone who chooses to access the website, without qualification or exception. By using this website, the person accessing the website (the “User”) agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the website.

Nobuntu reserves the right to and may occasionally make any changes to these Terms without notifying the User. If the User continues to use this website after the changes have been made, this action shall represent the User’s agreement to the updated Terms. Please revisit these Terms periodically to ensure you are aware of any such changes. Nobuntu may, at any time, restrict your access to this website.

2. Disclosure of Information

Nobuntu discloses the following information:

Physical address:	12 Forth Road, Rondebosch, Cape Town
Postal address:	12 Forth Road, Rondebosch, Cape Town
Telephone number:	0611481419
Website address:	https://nobuntu.co.za/
E-mail address:	info@nobuntu.co.za
Registration number:	K2017009951
Place of registration:	Cape Town
Registration date:	28 February 2017
Names of office bearers:	Tyron Geoff Fouché Rekaselebale Pule Nobel Borole Ross Hambleton Tasker

3. Limited Right to Use

Nobuntu solely owns and operates this website. All materials on this website are property of Nobuntu and are protected by law. Materials that are viewed, printed, and/or downloaded from this website are to be used only for personal use and may not be used for any commercial purposes. No materials may be copied, reproduced, modified, republished, uploaded, posted, distributed, or transmitted, without prior written consent from Nobuntu. The use of such materials is strictly prohibited as such unauthorized use may violate copyright, trade mark, or other laws.

The website may contain links to other websites. Nobuntu has no control over such websites and does not review their content and will not be responsible for their content or accuracy. The User accesses such websites at the User’s own risk and judgment.

4. Communications

All communications from you to this website, in the form of comments, questions, or general feedback, will be considered non-confidential and non-proprietary. You agree that any such communications will be deemed to be the property of Nobuntu and Nobuntu shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such communications, for any purpose, without compensation to you. Nobuntu may provide users with forums where they can post content to our website. Nobuntu does not necessarily endorse, support, or agree with content posted by external users. You agree not to post any unlawful, abusive, offensive, sexually oriented, obscene, defamatory, harassing, profane, or otherwise indecent information of any kind, including without limitation any communications that would constitute a criminal offense, give rise to civil liability, or violate local, state, national, or international law, or infringe upon another organization's copyright or trademark. You agree that you are solely responsible for the content of your communications and their legality under all laws.

5. Indemnity

Nobuntu, its contractors, employees and agents shall not be liable for any injury (including death), claim, loss, liability, damage, cost or expense of whatsoever nature suffered or incurred by any person who accesses and uses the website, whether such injury or damage arose from negligence, gross negligence or otherwise.

6. Access to Password-Protected or Secured Areas

Access to and use of password-protected or secured areas of this website is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms on this website. If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You will not misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials you are exposed to through this website. If you violate your obligations under this section, you may be subject to prosecution.

7. Monitoring

Although Nobuntu is not obligated to do so, it will have the right to review your communications on this website to determine whether you comply with these Terms. Nobuntu will not have any liability or responsibility for the content of any communications you post to this website, or for any errors or violations of any laws or regulations by you. Nobuntu will comply with any court order in disclosing the identity of any person posting communications on this website. It is advisable that you review our privacy policy before posting any such communications.

8. Intellectual Property

The trade marks, copyright, and other intellectual property of Nobuntu and others used in this website ("Intellectual Property") are the property of Nobuntu and their respective owners. You have no right to use any such Intellectual Property, and nothing contained in this website or these Terms grants any right to use any Intellectual Property without the prior written consent of Nobuntu or the respective owner.

9. Limitation of Liability

To the extent permitted by law Nobuntu or its employees, agents, suppliers, partners, or affiliates, shall not be liable for any direct, indirect, incidental, or consequential damages including, without limitation, lost revenues, costs of replacement goods, loss or damage to data arising out of the use or inability to use this website, damages resulting from the use of the information or materials presented on this website, whether based on warranty, contract, delect, or any other legal basis or from any other cause even if Nobuntu or its employees, agents, suppliers, partners, or affiliates, have been advised of the possibility of such damages.

10. Disclaimer

The website is provided by Nobuntu on an "as available" basis. Nobuntu makes no warranties of any kind, express or implied, as to the operation of this website, or the information, content, materials, or products included on this website. You agree that your use of this website is at your sole risk. You should not assume that the materials on this website are continuously updated or contains current information. Nobuntu is not responsible for providing content or materials that have been expired or removed. To the full extent permissible by applicable law, Nobuntu disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Nobuntu does not warrant that this website, servers, or email sent from this domain are free of viruses or other harmful components. Nobuntu will not be liable for any damages of any kind arising from the use of this website, including, but not limited to, direct, indirect, incidental, or consequential damages.

11. Law

The entire provisions of these Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the parties to these Terms hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms.

12. Updating of these Terms

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms from time to time. Changes to these Terms will become effective upon such changes being posted to this website. It is the User's obligation to periodically check these Terms on the website for changes or updates. The User's continued use of this website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms, including such changes or updates.

13. Consent

The User understands that all the designs and trade marks are owned and registered to Nobuntu and hereby accepts these Terms. The User undertakes not to copy or duplicate the trade marks and designs directly or indirectly in anyway and understands the legal implications thereof. Should the User be found to be in violation of these Terms, the User understands that it will be held liable for all legal costs incurred by Nobuntu for any civil action or any legal action deemed necessary against the User.

14. General

If you have any questions regarding these Terms, please contact 0611481419 or send an email to info@nobuntu.co.za.