

Terms and Conditions of Use

Date of Last Review: 27 July 2006

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEB SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS SITE THE USER AGREES TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEB SITE.

Definitions

“web site owner” and/or “we” means Bounty Club

“user” means any person accessing any part of the web site

Use of this site

1. Use of this web site is at the sole risk of the user.
2. This web site is copy protected and copying, downloading or printing of any content or material is expressly prohibited, unless such copying, downloading or printing is for personal and non-commercial use.
3. Users wishing to utilise content for commercial or non-personal use may submit a request to info@bountyclub.co.za. The granting or refusing of permission is completely within the discretion of the web site owner, and may be conditional.

Owner information

4. Please submit any query in respect of these Terms & Conditions or the use of this web site to us using one of the contact methods set out below.

Web site owner: Bounty Club

Registration Number: CK2006/038740/23

Members: Morné Coetzer

Tel. +27 21 701 5303

Fax. +27 21 701 5614

E-mail: info@bountyclub.com

Physical Address: Suite 2B Silvermine House, Steenberg Office Park, Tokai, Cape Town

Postal Address: PO Box 30330, Tokai, 7966, Cape Town, South Africa

Registered Address: 2B Silvermine House, Steenberg Office Park, Tokai, Cape Town
(This is the address at which any legal papers should be served)

Membership of Accreditation Bodies: IAGTO

No offer

5. This web site is intended only to provide information on our services. **Users should regard nothing contained in this web site as an offer to do business** but rather as an invitation to

request a quote. We reserve the right to vary packages and do not warrant that any particular package will be available at any specific time.

Disclaimers

6. THIS ENTIRE WEB SITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**". THE WEB SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEB SITE OR THE INFORMATION CONTAINED IN IT.
7. While we take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.
8. We will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this web site or attempts to gain unauthorized access to any page on this web site.
9. The web site owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this site in any manner.

INDEMNITY

10. USERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE WEB SITE, ITS SERVANTS, SUBCONTRACTORS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEY'S FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USERS' USE OF THIS WEB SITE OR ANY OF THE SERVICES OFFERED THROUGH IT IN ANY WAY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CONTENT.

Copyright and Intellectual Property protection

11. Copyright in all information, images, source codes and other original material contained in this web site which is not attributed to a third party, is held by the web site owner. **THE WEB SITE OWNER ASSERTS AND RESERVES ALL ITS RIGHTS IN THIS REGARD.**

Confidentiality of communications

12. Further information regarding the manner in which we respect the privacy of users' personal information is contained in our [privacy policy](#).

Hyperlinks, deep links, advertising, framing

13. The express permission in writing of the web site owner is required before any hyperlink other than to the Home Page of this web site is created. Permission, if granted, will be subject to the condition that the party linking to this site alerts users to the application of these terms and conditions. Requests for permission can be mailed to info@bountyclub.co.za
14. Permission to link to this web site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this web site at any time and for any reason.
15. Hyperlinks and/or advertisements contained on this web site and directed towards other web sites or users are provided without any warranties or endorsements as to the content,

suitability, accuracy or security of the site linked to. This web site in no manner controls or edits the content of sites or pages linked to.

Use of the sites or pages linked to is accordingly exclusively at the risk of the user.

16. The express permission in writing of the web site owner, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be mailed to info@bountyclub.co.za

What law governs this Agreement?

17. The user hereby agrees that the law applicable to these terms and conditions of use, their interpretation and any matter or litigation in connection therewith or arising from them will be the law of the Republic of South Africa.
18. This web site is owned and maintained within the Republic of South Africa.
19. Users of this web site are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the [Electronic Communications and Transactions Act 25 of 2002](#).

Consent to jurisdiction

20. The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this web site.

Amendment of the terms and conditions of this Agreement

21. Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. **Please refer to the last revision date at the top of this page.**
22. We will attempt to give notice of any amendments, but reserve the right to affect binding amendments, additions or deletions without notice.

Enforceability of this Agreement

23. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
24. These Terms of Use contain the record of the entire agreement between the user and the web site owner.
25. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.