

# WEBSITE TERMS AND CONDITIONS, INCLUDING COOKIE POLICY

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These terms and conditions (“terms”) govern the use of the website of Pro Inspect located at domain [www.Pro Inspect.co.za](http://www.Pro Inspect.co.za) by user/s.

By accessing and using the website, the user agrees to be bound by the terms set out herein. If the user does not wish to be bound by these terms, the user may not access, display, download, and/or otherwise use content obtained from our website.

PRO INSPECT reserves the right to, from time to time, change, modify, add to or remove these terms without notice to users, and it is the user’s responsibility to check these terms from time to time for revisions.

All amended terms become effective upon posting at the website, and any use of this website after such

revisions have been posted signifies the user's consent to the changes

## 1. RIGHTS RESERVED

- 1.1. All rights of any kind in respect of this website and the content it hosts which are not expressly granted in these terms are exclusively reserved to and by PRO INSPECT.
- 1.2 PRO INSPECT reserves the right to revoke all rights in these terms without notice, at any time and for any reason.
- 1.3. PRO INSPECT reserves the right to prohibit the user from accessing and using the website and reproducing, downloading and using the content, upon breach of any of the terms set out herein, and to make any claims or institute legal action or take any steps that PRO INSPECT deems appropriate to address such breach.

## 2. AVAILABILITY OF WEBSITE

- 2.1. PRO INSPECT gives no warranty that access to and use of the website and the content thereon will meet the user's requirements and/or does not guarantee that the content will be free of any errors/mistakes/inaccuracies, or that there will not be any interruption in service whilst the user is using the website.
- 2.2 If the user detects any errors/mistakes/inaccuracies or experiences an interruption in service whilst using the website, the user undertakes to immediately report these to PRO INSPECT.
- 2.3. The user's access to the website may from time to time be restricted to allow for repairs, maintenance and the introduction of new functionality. In such event, PRO INSPECT will restore the service as soon as reasonably possible.

### 3. INTELLECTUAL PROPERTY AND USE OF WEBSITE

- 3.1 The website displays content which is comprised of:
- 3.1.1 copyright in copyrighted works, including without limitation literary works, artistic works, sound recordings and cinematographic films, owned by the proprietors of such copyrighted works, including PRO INSPECT and other third party owners of such; and
  - 3.1.2 trade marks, trade names, service marks, logos, style names, trading names and any slogans, which are proprietary to PRO INSPECT or an affiliated entity.
- 3.2. The copyright and trade marks are protected by South African and international copyright and trade mark laws.
- 3.3. All rights in and to copyright and the trade marks in the website content is reserved and retained by PRO INSPECT and/or the content providers referred to in this clause, as the case may be.
- 3.4. The user is entitled to access the website and download, reference, reproduce and use the content for the sole purpose of the provision of information or to access a service or product offering. Under no circumstances is the user entitled to access, download, reproduce or use any of the website or the content for any purpose other than these purposes.
- 3.5. All content downloaded or otherwise copied from the website may only be presented regardless of format, in conjunction with the appropriate copyright and trademark notices, as provided on the website, including adequate reference to PRO INSPECT as the source.
- 3.6. In reproducing the trade marks as authorised herein, the user shall cause these to be reproduced exactly and accurately as these appear on the website. The user shall therefore not use or reproduce the content in a way which would in any way damage, injure, misrepresent or impair the reputation of PRO INSPECT or the trade marks.

### 4. COLLECTION OF PERSONAL INFORMATION

A user may submit certain information (“user Information”) to PRO INSPECT using the site interface. In doing so, the user undertakes to:

- 4.1. provide accurate, current and complete information about it as may prompted by any registration interface;
- 4.2. maintain the security of its password and login credentials; and
- 4.1.3. maintain and promptly update the user Information it provides during this process, so as to keep it accurate, current and complete.

## 5. USE OF USER INFORMATION

- 5.1. PRO INSPECT is entitled to use the user Information to monitor the user's access to the website, respond to enquiries or request and/or to send the user information about news items or information relating to the content, from time to time.
- 5.2. The user Information will not be used for any other purpose and will not be sold or otherwise disclosed to any other entity, except those that are affiliated with PRO INSPECT, and their successors in title.
- 5.3. The user has the right to access user Information held about him and PRO INSPECT shall provide a copy of the user information to any user that requests it, in terms of the Pro Inspect Privacy Notice.
- 5.4. For ease of reference, the PRO INSPECT Information Officer, Bazil Johnson, at [baziljohnson@hotmail.com](mailto:baziljohnson@hotmail.com)

## 6. SUBMISSION OF INFORMATION BY USER

The user warrants that information submitted or uploaded via the website:

- 6.1 does not infringe any third party's rights (including without limitation intellectual property rights, reputational rights, rights of confidence and rights of privacy);
- 6.2 does not violate any law, statute, ordinance, regulation or legally binding code in any jurisdiction;
- 6.3 does not depict graphic violence, is not pornographic or sexually explicit;
- 6.4 is not threatening, abusive, harassing, menacing or contrary to the principles of internet etiquette;

6.5. is not intended or likely to cause harm to PRO INSPECT's computer systems including that which contains any viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

## 7. NO WARRANTY

- 7.1. This website and the content are provided without warranty of any kind, either expressed or implied.
- 7.2. PRO INSPECT makes no warranties, nor shall PRO INSPECT be liable, for any claims related to or arising from the user's use of or reliance on the content. Accordingly:
- 7.2.1. PRO INSPECT expressly excludes any warranties pertaining to the completeness, veracity, accuracy, availability or currency of the website or the content or the reliability of information displayed at or otherwise made available through the website, nor does PRO INSPECT commit to ensuring that the site remains available or that the content is kept up-to-date.
- 7.2.2. PRO INSPECT does not make any representations or warranties that the website does not contain a malicious code. The user acknowledges and accepts the responsibility to operate its own anti-virus protection.
- 7.2.3. The user accepts that the PRO INSPECT website is accessible via the Internet, and communications transmitted via the Internet are susceptible to monitoring and interception. The user is urged to exercise restraint and caution in all communications, and to apply industry-standard protection measures to their communication systems.
- 7.3. PRO INSPECT does not warrant or make any representations relating to the site, content or the user's use of the site, and to the fullest extent permitted by applicable law, PRO INSPECT excludes all warranties and representations.
- 7.4 If the PRO INSPECT App, PRO INSPECT Direct, is accessed via the site, the PRO INSPECT APP terms and conditions apply.

## 8. LIABILITY AND INDEMNITY

- 8.1. PRO INSPECT will not be liable for any direct or indirect loss or damage arising under these terms or in connection with the site or the content, whether arising in delict, contract, or otherwise.
- 8.2. Without limiting the generality of the exclusion of liability above, PRO INSPECT will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under these terms or in connection with the site or the content, whether direct or indirect, nor will PRO INSPECT be liable for any loss or damage arising out of any event that is beyond its reasonable control.
- 8.3. The user hereby indemnifies and holds PRO INSPECT harmless from and against any claims, costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of the site or the content; or the user's use of the site or any content; or the user's violation of these terms.

## 9. HYPERLINKS TO THIRD PARTY SITES

This website may contain links to third party websites for the user's convenience. PRO INSPECT has no control over such websites, and the inclusion of a link to a third party website does not imply a warranty, representation or endorsement by PRO INSPECT or the providers of that third party website or its content, or any products or services offered through that website. If the User is directed through to a third party website, the user will leave the website, and visit those other websites at the user's own risk.

## 10. SEVERABILITY

If any term or condition of these terms is determined to be invalid or unenforceable by a Court of competent jurisdiction, then that provision shall be enforced to the maximum extent possible so as to give effect to the intent of these terms, and the remainder of these terms shall continue in full force and effect.

## 11. BREACH OF THESE TERMS

- 11.1 Without prejudice to PRO INSPECT's other rights under these terms, it is recorded that if the user breaches any of these terms in any way, or if PRO INSPECT suspects on reasonable grounds, that the user has breached any of these terms in any way, it may:
- 11.1.1 send the user one or more formal warnings;
  - 11.1.2. suspend the user's access to the site;
  - 11.1.3. delete the user's information from its records, as far as permitted in terms of applicable legislation;
  - 11.1.4. permanently prohibit the user from using the site;
  - 11.1.5. block computers using the user's IP address from accessing the site;
  - 11.1.6. contact the user's internet service provider and request that they block the user's access to the site; and/or
  - 11.1.7. institute legal steps against the user for breach of contract or otherwise.
- 11.2. Where PRO INSPECT suspends or prohibits or blocks the user's access to the site or a part of the site, the user shall not take any action to circumvent such suspension or prohibition or block (including without limitation submitting or using different information).

## 12. RELAXATION / NON-WAIVER

- 12.1. No relaxation by PRO INSPECT of any of the terms will be binding for any purpose unless expressed in writing and signed by PRO INSPECT. Any such relaxation will be effective only in the specific instance and for the purpose given.
- 12.2. No indulgence granted by PRO INSPECT shall constitute a waiver or abandonment of any of its rights in terms of these terms.
- 12.3 PRO INSPECT shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against User which may have arisen in the past or which may arise in the future.

## 13. CHOICE OF LAW, JURISDICTION

- 13.1 These terms are subject to the laws of the Republic of South Africa. By agreeing to these terms, the user submits to the jurisdiction of the High Court of South Africa for all matters relating to these terms.
- 13.2 Any dispute regarding access to or use of this website, the content, and these terms, may be referred for expedited arbitration, at the instance and sole discretion of PRO INSPECT, in terms of the rules of the Arbitration Foundation of South Africa, to be heard in East London, in English.

## 14. COOKIES USED ON THIS WEBSITE

- 14.1. PRO INSPECT uses cookies on our site. 'Cookie' refers to information that is sent from this website to your device's hard drive, where it is saved, and which contains information to personalize your experience on this website. This ensures that on a next visit to the site, PRO INSPECT will know who you are and that you have visited this website before.
- 14.2 PRO INSPECT operates an implied consent policy with regards to cookies which means that we assume the user accepts the terms. The user can desist from using the site or can delete the cookies after having visited the site.
- 14.3 We further use Google Analytics to collect information about visitor behaviour on our website. Google Analytics stores information about what pages a user visits, how long the user is on the site, how the user gets here and what the user clicks on. The data analytics data is collected via a JavaScript tag in the pages of our site and is not tied to personally identifiable information. Google Analytics therefore does not collect or store your personal information, and the information collected in this way cannot be used to identify who the user is.



## 15. REQUIRED INFORMATION IN TERMS OF ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT NO. 25 OF 2002 (ECTA)

- 15.1. Full name of Website owner: Pro Inspect,
  - 15.2. The Partners of PRO INSPECT are listed on the website under the designation "Director".
  - 15.3. The Head Office of PRO INSPECT's physical address and *domicillium citandi et executandi* is: 42 Seventeenth Avenue, Gonubie, 5247;
  - 15.4. PRO INSPECT's telephone number: +27 79 033 8456;
  - 15.5. URL and e-mail address:
  - 15.6. [www.ProInspect.co.za](http://www.ProInspect.co.za) / [baziljohnson@hotmail.com](mailto:baziljohnson@hotmail.com);
  - 15.7. The website was most recently updated on the 27 October 2024.
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