

Terms and Conditions of Use

CONDITIONS OF ACCESS

The VENTER VAN EEDEN INC. website, e-mail newsletters and mobile service or apps are information services (“VENTER VAN EEDEN INC. information services”). The terms and conditions set out in this document (the “Terms and Conditions of Use”) govern the use of VENTER VAN EEDEN INC. information services.

The Terms and Conditions of Use become effective when you access the firm’s information services and using the content. You acknowledge and agree that you have read and understood the following Terms and Conditions of Use and agree to be bound by them. Please do not use the firm’s information services if you do not agree with these Conditions and Terms of Use.

ONLINE SERVICES TERMS

The online services provided by VENTER VAN EEDEN INC. on the non-public areas of the website (“Online Services”) are subject to certain registration procedures and approvals which may be accepted or rejected by VENTER VAN EEDEN INC. in its sole and absolute discretion. These Online Services are governed by the Online Services Terms:

Registration and authorisation

Only the director/key individual of the service provider company seeking access to any online service has the authority to active or deactivate an account(s). This is a fraud prevention mechanism and ensures that the critical business information is safe. During the activation process the director/key individual may nominate an employee(s) to have access to an individual account linked to the same service provider profile. On termination of the employment agreement between the service provider company and the authorised employee, the director/key individual is responsible for notifying VENTER VAN EEDEN INC. to deactivate the individual account.

User ID and password

Once subscribed to any online service (“mobile app”, “client access”, “SMP” etc,) via the VENTER VAN EEDEN INC. website or web-based access each authorised individual will be provided with a user identifying name and a password and is entirely responsible for:

- Maintaining the confidentiality of the password;
- All activities (authorised or unauthorised) that occur in the specific account;
- Notifying VENTER VAN EEDEN INC. immediately of any unauthorised use of the user id and/or password or any other breach of security that you become aware of;
- For losses suffered by VENTER VAN EEDEN INC. or a third party due to unauthorised use of the user id and/or password.
- Adherence to the website terms and conditions (“Terms and Conditions of Use”) and the online service terms and conditions (“Online Services Terms”).
- Notifying VENTER VAN EEDEN INC. should any of the personal information linked to the account change.

If there is a conflict between the terms and conditions of the Online Services Terms and these Terms and Conditions of Use, the former will prevail.

USE OF CONTENTS

The VENTER VAN EEDEN INC. information services are available for information purposes only. The posting of content and access to the VENTER VAN EEDEN INC. information services do not constitute, either explicitly or implicitly, any provision of products and services by VENTER VAN EEDEN INC.

PRIVACY AND SECURITY POLICY

VENTER VAN EEDEN INC’s commitment to your privacy and the security of your personal information is outlined in our Privacy and Security Policy. Our Privacy and Security Policy can be found at <http://www.vve.co.za>

This website uses various cookies. The Cookies Policy can be found at https://www.vve.co.za/wp-content/uploads/2021/07/VVE_Cookies-Policy.pdf for additional information.

The firm's Privacy and Security Policy and Cookies Policy form part of these Terms and Conditions of Use. Please read these carefully as they set out the obligations and the rights in relation to your personal information data.

VENTER VAN EEDEN INC. respects your right to privacy and confidentiality and therefore will not sell, rent or exchange personal information provided by you with any third party, save as otherwise provided for in the Terms and Conditions of Use or the Privacy and Security Policy. Furthermore, firm undertakes to use its reasonable endeavours to safeguard any personal information acquired by VENTER VAN EEDEN INC. in connection with the use of the website by you.

DISCLAIMER AND LIMITATION OF LIABILITY

The purpose of the firm's information services is to provide you with general information regarding VENTER VAN EEDEN INC's services. Although VENTER VAN EEDEN INC. will use its reasonable commercial endeavours to ensure the accuracy of the information on the website on an ongoing basis, use of the firm's information services are at entirely your own risk. VENTER VAN EEDEN INC. makes no representations or warranties about the accuracy, completeness, reliability or suitability for any purpose of the information and related graphics published in the firm's information services, which may contain technical inaccuracies and typographical errors.

No information provided on the website constitutes an offer or a solicitation for an offer or as advice on legal or financial products and services. The information provided on the website is merely an invitation to you to do business with VENTER VAN EEDEN INC.

Information is made available on the website without any express or implied warranty or representation whatsoever. VENTER VAN EEDEN INC. does not warrant that the Website or Online Services will be error-free or will meet any criteria of accuracy, completeness, performance, quality or reliability of information.

Neither VENTER VAN EEDEN INC. nor its affiliates, or any of its agents or representatives shall be liable for any damages whatsoever suffered or incurred, whether direct, indirect, special, incidental, or consequential damages, arising from or relating to your use, or inability to use, the website, the information or Online Services provided from and through the website, any functionality thereof or of any linked website.

Without derogating from the generality of the above, VENTER VAN EEDEN INC. will not be liable for:

- any malfunction, interruption, downtime or other failure of the website, the online services, the VENTER VAN EEDEN INC. computer system, databases (or any of its components), for whatever reason, or any other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities.
- any loss or damage suffered by you in respect of services from third parties based on the information provided on the website.
- any loss or damage in respect of your data or other data directly or indirectly caused by malfunction of the VENTER VAN EEDEN INC. computer system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third-party systems, programming defects, negligence on our part; and/or
- any event over which VENTER VAN EEDEN INC. does not have direct control.
- All personal information submitted via the internet shall be treated as confidential and even though reasonable steps have been taken to safe guard such information under no circumstances will VENTER VAN EEDEN INC. be responsible for any loss, damage or harm suffered by you or a third party as a result of the transmission of confidential or other information to VENTER VAN EEDEN INC. via the internet, any transmissions by VENTER VAN EEDEN INC. that you have expressly or implicitly authorised VENTER VAN EEDEN INC. to make, or for any errors or changes made to any transmitted information. VENTER VAN EEDEN INC. reserves the right to request independent verification of any information transmitted via the or any online service.

VENTER VAN EEDEN INC. reserves the right, at any time and without notice, to revise the contents of this website including these Terms and Conditions of Use. Any changes to these Terms and Conditions of Use will be posted on this website and by continuing to use this website following any such change, you will signify that you agree to be bound by the revised Terms and Conditions of Use.

SOFTWARE

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COMMENTS POSTED ON THE WEBSITE

The website makes provision for you to comment on the services provided by VENTER VAN EEDEN INC. and for agents and employees to respond thereto by way of interactive “blogging”. Information, ideas and opinions expressed by an agent, representative or employee of VENTER VAN EEDEN INC. on the website should not be regarded as professional advice or the official opinion of VENTER VAN EEDEN INC. reserves the right, but not the obligation, to monitor and edit or remove any information posted to the Website.

You agree not to post or transmit any comments to the website which are illegal, defamatory, infringing, harassing, obscene, commercial advertising, personal marketing, profane, untrue, incorrect or harmful, abusive, threatening, vulgar, obscene or that constitutes hate speech. VENTER VAN EEDEN INC. reserves the right to report any such comments posted by you to the appropriate authorities.

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The Terms and Conditions of Use shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court of South Africa in the event of any dispute.

If any of the provisions of these Terms and Conditions of Use are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the remaining Terms and Conditions of Use, and the remainder of these Terms and Conditions shall continue in full force and effect.

CONTACT DETAILS

VENTER VAN EEDEN INC. chooses the following address for the service of any legal notice related to these Terms and Conditions of Use: admin@vve.co.za.