

ServiceOnTrack.com web-site terms and conditions of use agreement

- 1.1 These terms and conditions govern the website visitor's ("the visitor") relationship with ServiceOnTrack.com ("the provider") whose website is located at the domain named www.serviceontrack.com ("the website"). The visitor agrees to be bound by the terms and conditions set out in this agreement.
- 2.1 This website and the content may not be reproduced, duplicated, copied, resold or otherwise exploited for any commercial purpose without the express prior written consent of the provider or as is made provision for in this agreement.
- 2.2 The visitor may not frame or use framing technologies to enclose the provider's website or the content nor any part thereof without the written consent of the provider.
- 2.3 The provider and the owner thereof reserve the right to refuse service or remove or edit content in their sole discretion.
- 3.1 Neither provider nor any holding company shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access the content of the website or any functionality thereof, or of any linked website, even if the provider is expressly advised thereof.
- 4.1 The visitor expressly agrees that the use of the ServiceOnTrack website is at his/her sole risk.
- 4.2 ServiceOnTrack does not guarantee or warrant: (a) that the website will be uninterrupted; (b) that the website will be fault free and that the defects will be corrected; (c) that the servers that make the content available, are free from viruses and other harmful content; or (d) any information gained from the website insofar as accuracy and content of any such information is concerned.
- 5.1 The Internet is not a secure medium and privacy cannot be insured. Internet e-mail is vulnerable to interception and forging. The provider or its owners will not be responsible for any damages the visitor or any third party may suffer as a result of the transmission of confidential information that the visitor makes to the owners through the Internet, or that the visitor expressly or implicitly authorize the owners to make, or for any errors or any changes made to any transmitted information.
- 5.2 The visitor warrants that the visitor owns or otherwise controls all the rights to the information submitted to the provider, that the information is accurate, that by the supply of the information to the provider, the visitor does not violate this policy and does not infringe the rights of any person or entity, and that the visitor indemnifies the owner and the provider for all claims resulting from the receipt by the provider of the information the visitor supplies to it.
- 5.3 The provider reserves the right but not the obligation to monitor and edit or remove any information, where posted to public pages. The provider takes no responsibility, and assumes no liability for any information submitted by the visitor or any third party.
- 5.4 When the provider is served with due legal process requiring the delivery of personal subscribers' or visitors' information, it has the legal duty to abide by that demand, and will do so.
- 6.1 The provider agrees to provide a website to facilitate communication between the subscriber and the subscriber's customers and to update such website on a regular basis.
- 7.1 The subscriber and his customers will only be allowed to submit one complaint and one response per event respectively, of five lines maximum to the provider.
- 7.2 On registration as a subscriber, the provider will issue the subscriber with an identifying sticker that is to be displayed on the subscriber's business premises, such compulsory identifying sticker may not be copied and may be changed from time to time by the provider.
- 7.3 The subscriber will use the ServiceOnTrack logo or a clear statement of membership in all marketing and official correspondence.
- 7.4 Information submitted to the provider by the subscriber may be posted on the website in the provider's own words and it will be accepted that such will be done in good faith. The submission of false information by the subscriber to discredit or uplift any party is punishable by law.
- 8.1 This agreement, the terms, conditions and operating rules for the website, constitute the only and entire agreement between the parties.
- 8.2 The agreement and the terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 8.3 Any dispute arising here-from shall be exclusively subject to the jurisdiction of the Bellville Magistrates Court of the Republic of South Africa.
- 8.4 The provider shall have the exclusive right to change or discontinue any aspect or feature of the website at any time.