



### **Terms and conditions of use of this Website**

**Welcome to our Website. This Website is owned by Seegers Bros Crewing Agency CC trading as Ernst Seegers & Associates (hereinafter referred to as “the Agency” / “we”).**

**Please be aware that you must be 18 years or older (or if accessing this website outside of the Republic of South Africa, a major in the country in which you live) to access and use this website.**

**PLEASE READ OUR TERMS AND CONDITIONS OF USE OF THIS WEBSITE BEFORE USING / CONTINUING FURTHER ON OUR WEBSITE.**

#### **1. Use of our Website**

By accessing or using our Website, you agree to the terms of this Policy. If you do not agree with any of these terms, please do not use the Website. This Policy only applies to data collected on our Website and does not apply to websites of affiliated companies.

We reserve the right to modify our Policy at any time without notice. You are responsible for regularly reviewing the Policy for any updates and/or changes to the Policy.

#### **2. This website is not directed at children**

This Website is not directed or intended for children. We do not intend to collect, nor will we knowingly collect any personal information from children without parental consent. If you are a minor you must ask your parent or guardian before you send any information to us or email us. By using this Website or communicating with us via email you confirm that you have obtained the consent of your parents to do so.

#### **3. No unlawful or prohibited use of this Website**

The Agency grants you limited, non-exclusive use of this Website.

It is a condition of your use of this Website that you will not use this Website for any purpose that is unlawful or prohibited by these terms, conditions and notices, or illegal. You may not use this Website in any manner which could damage, disable, overburden, or impair this Website or the Agency or any associated or affiliated companies or interfere with the rights of any party's use and enjoyment thereof. You may not obtain any material or information or the like through any means not intentionally made available or provided for through the Website.

You may not use the content of this Website for your own commercial gain or the commercial gain of another except with the express permission of the Agency.

You are not granted any rights of ownership, title, use or licence to any of the content in this Website when using or viewing same.

#### **4. Proper use of communication services**

You may not use any part of this Website to:

- a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- b) Publish or distribute any inappropriate or unlawful material or information.
- c) Upload files or other material protected by intellectual property laws or privacy laws;
- d) Upload files contain damaging software such as viruses or corrupted files;
- e) Falsify or any way alter the content of this Website;
- f) In any way violate the rights of the Agency, its employees, associated or affiliated companies or the other users of this Website.

We reserve the right to terminate your access to this Website at any time and for any reason whatsoever and to deny or restrict your access to this Website or to block access from a particular internet address at any time, without any notification or reasons being provided.

**5. Indemnity and liability disclaimer**

The information and services as viewed on or available through this Website may include inaccuracies or errors and may change from time to time. The Agency or its employees, associated and affiliated companies make no representations about the suitability, reliability, truthfulness or accuracy of the information contained on this Website. This Website is used at your own risk and the Agency will not be held responsible for any advice given or information provided on or through this Website.

Under no circumstances will the Agency, or its employees, associated and affiliated companies, or any person for whom the Agency may be liable in law, be liable to you or your family members, employees or whomsoever else in respect of or pursuant to any loss, liability, injury, damages or claims of whatsoever nature (including but not limited to any loss or profits, special, consequential, direct, indirect, incidental or punitive damages and/or claims) whether or not arising through the use of this Website or in delict or otherwise, and whether or not as a result of or pursuant to any innocent or negligent act or omission.

**6. Trademarks and Copyright**

All content on this site, including but not limited to, photographs, images, texts, information, designs, artwork, data compilations and software is the property of the Agency, alternatively the Agency has been granted use thereof, and no person is entitled to copy, download or use any of the aforesaid without the express written permission of the Agency, which permission the Agency may withhold in its sole and absolute discretion.

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**11. The laws of the Republic of South Africa apply**

By using this Website you agree that the laws of the Republic of South Africa shall apply to any dispute which may arise between you as the user of this Website and the Agency and that the laws of the Republic of South Africa apply to these terms and conditions and policies.