

# **PHOTIE WEBSITE TERMS AND CONDITIONS**

## **1. INTRODUCTION**

The Terms and Conditions are applicable to all parts of the websites managed by PHOTIE. By using or accessing our websites you agree with these Terms and Conditions.

We reserve the right to periodically change, modify, add or remove portions or the whole of these Terms and Conditions without notice, and the user is responsible for checking these Terms periodically 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.

## **2. OWNERSHIP**

PHOTIE websites and Social Media Channels are owned by PHOTIE MZANZI (PTY) LIMITED. The name "PHOTIE" on this website includes said legal entity either individually or jointly (hereinafter "PHOTIE").

## **3. INTELLECTUAL PROPERTY**

The Websites and Social Media Channels are owned by PHOTIE and the User acknowledges that PHOTIE or its licensors are the proprietors of all the intellectual property subsisting in, pertaining to or used on the Website or Social Media Channels, including without limitation copyright, trade marks, patents, inventions, goodwill and trade secrets ("the Intellectual Property").

The information, images, lay-out, documents, audio, video, text and software on this website are protected by copyright and other protective laws. The User is not allowed to copy, download, publish or in any way distribute or accumulate the information on this website without prior written permission of PHOTIE.

The trade marks, trade names, logos, trading names and any slogans ("trade marks) are proprietary to PHOTIE. The unauthorized use of the trade marks, in the course of trade, for purposes other than those expressly authorized, constitutes infringement of the trade mark rights.

## **4. WEBSITE USE**

The User shall not use or reproduce the content of this website in a manner which would in any way damage, injure or impair the reputation of PHOTIE or the trade marks.

The User will not infect the website with viruses, worms, 'trojan' or other code that is malicious, contaminating or destructive properties nor shall the User damage, interfere with or intercept any data or information contained on the Websites.

PHOTIE reserves the right to make any changes to the Website and its content and/or services offered through the Websites at any time without notice.

## **5. RIGHTS RESERVED**

PHOTIE entirely and exclusively reserves the rights of any kind in respect of the Website and the content which are not expressly granted in these Terms. We reserve the right to revoke all rights in these Terms without notice, at any time, and for any or no reason. We furthermore reserve our right to stop the User from accessing and using the Website and reproducing, downloading and using content, upon breach of any terms set out herein, and to make any claims or institute proceedings or take any steps deemed appropriate.

## **6. SUBMISSION OF INFORMATION BY THE USER**

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

- does not infringe on any third-party rights;
- does not violate any laws in any jurisdiction, is not offensive or abusive, and/or contrary to the principles of internet etiquette; and/or
- is not likely to cause harm to PHOTIE computer systems, including that which contains viruses or other computer programming regimes intended to cause damages, detrimentally interfere with, intercept or expropriate any system, data or personal information.

## **7. LIABILITY**

Although the greatest possible care has been exercised to ensure the correctness and completeness of the information provided on this Website, PHOTIE does not accept any liability for it.

The User assumes all responsibility and risk for the use of the Website and PHOTIE is not liable for any damage resulting from the use of information on the Website.

The User hereby indemnifies PHOTIE and holds it harmless against any liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by the User in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms & Conditions.

## **8. WEBSITE PRIVACY AND COOKIE POLICIES**

Please see the link to the [PHOTIE Privacy Policy and Cookie Policy](#), which provisions are wholly incorporated into the Website Terms & Conditions.

## **9. LINKS TO OTHER WEBSITES**

Our Website may have links to websites maintained by third-parties that may apply other terms & conditions for the processing of personal data. We are not responsible for the content or processing of personal data via these websites. This Privacy Policy does not extend to these websites.

## **10. SEVERABILITY**

If any provisions of these Terms and Conditions 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 Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.

## **11. JURISDICTION**

These terms are subject to the laws of South Africa. By agreeing to these Terms and Conditions, you submit to the jurisdiction of the High Court of South Africa for all matters relating to these Terms.

## **12. DISPUTE RESOLUTION**

Any dispute regarding the access to or use of this Website, the content and these Terms and Conditions, shall be referred for expedited arbitration in terms of the rules of the Arbitration Foundation of South Africa, to be heard in Johannesburg, in English.

## **13. CONTACT INFORMATION**

- Full name of website owner: PHOTIE MZANZI (PTY) LIMITED
- Physical address: 26 Ster Crescent, Steiltes, Nelspruit, 1200
- Website address: <https://www.photie.co.za/>
- Email address: [info@photie.co.za](mailto:info@photie.co.za)
- Telephone number: +27 83 254 5004
- Last update of website: 08-11-2020