JP BLUE CAPTIAL CONSULTING (PTY) LTD ("THE COMPANY") WEBSITE TERMS OF SERVICE

THESE TERMS OF SERVICE ("TERMS") ARE EFFECTIVE AS OF: [1 AUGUST 2020] "EFFECTIVE DATE". READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. YOUR CONTINUED USE OF THE WEBSITE WHETHER AS A USER ("A USER", "YOU" OR "YOUR") INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO YOU UNLESS THE SECTION EXPRESSLY STATES OTHERWISE. THESE TERMS SHALL OPERATE IN ADDITION TO ANY OTHER MORE SPECIFIC TERMS THAT MIGHT APPLY TO A USER. IF THERE EXISTS A CONFLICT BETWEEN THESE TERMS AND THE MORE SPECIFIC TERMS APPLICABLE TO A USER, THE MORE SPECIFIC TERMS SHALL PREVAIL TO THE EXTENT OF SUCH INCONSISTENCY.

Introduction

These Terms will apply in respect of a User's use of the website www.[COMPLETE] ("the Website"). By using this Website, a User agrees to accept the Terms contained herein.

Should a User not agree to the Terms contained herein, a User must immediately desist from using this Website.

Minors are not allowed to use this Website.

Intellectual Property Rights

The Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Website.

A User is granted a limited license only for purposes of utilising this Website.

Restrictions

A User may not:

- publish or mirror any of this Website's material in any media whatsoever;
- use this Website for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;
- take any action that may impose an unreasonable or disproportionately large load on this Website's infrastructure of any nature;
- use this Website in any manner would result in a User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;
- conduct any activity which compromises or breaches any third-party's patent rights, trademark, copyright or other intellectual property rights;
- introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment of the Company or affect the performance of this Website;
- engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- use this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- use this Website to engage in any advertising or marketing other than in a manner expressly permitted by the Website;
- crawl, spider or scrape the content of the Website, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Website; or
- provide unauthorised interfaces to the Website.

Certain areas of this Website may be restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Website, at any time, in its absolute discretion. Any user ID and password a User may have for this Website are confidential and a User must maintain confidentiality as well.

A User's Content

In these Terms, "a User's Content" shall mean any audio, video text, images or other material a User may choose to display on this Website, if applicable. By displaying a User's Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

A User's Content must be a User's own and must not be invading any third-party's rights. The Company reserves the right to remove any of a User's Content from this Website at any time without notice.

Links to other Websites

This Website may contain links or portals to other websites. The Company has no control over websites operated by third parties and a User agrees that the Company is not responsible for and will have no liability in connection with a User's access to or use of any third-party website.

No Warranties

This Website is provided "*as is*" with all faults, and the Company expresses no representations or warranties, of any kind related to this Website or the materials contained on this Website.

The Company cannot guarantee or warrant that any file downloaded from this Website or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

Limitation of Liability and Indemnification

In no event shall the Company, or any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with a User's use of this Website whether or not such liability is under contract, delict or otherwise.

A User indemnifies the Company and agrees to keep the Company indemnified, from and against any claim, loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with a User's improper use of or conduct in connection with this Website, including any breach by a User of these terms or any applicable law or licensing requirements.

To the extent that the Company's liability cannot be excluded by law, the Company's maximum liability, whether in contract, equity, statute or tort (including negligence), to a User will be limited to the minimum amount imposed by such law.

Notwithstanding anything to the contrary in these Terms, in no circumstances will the Company be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to interruption of this Website of any type, whether in delict, contract or otherwise.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

To the extent permitted by law, the Company is permitted to revise these Terms at any time as it sees fit, without prior notice to Users, and any revisions to the Terms will take effect when posted on this Website, unless a later date is stated in the revised Terms. A User's continued use of this Website will be construed as a User's consent to the amended or updated Terms, and will be conditional upon the Terms in force at the time of use. A User's only remedy, should such User not agree to these amended Terms, is to stop the use of this Website.

Assignment

The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, a User is not not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between the Company and a User in relation to a User's use of this Website (unless a more specific agreement has been entered into in this regard).

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Domicilium Citandi Et Executandi and Contact Information

A User and the Company choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

The Company:
JP BLUE CAPITAL CONSULTING, 31 HENGILCON AVENUE, BLAIRGOWRIE, JOHANNESBURG, 2194
Email: **info@jpblue.co.za**

User:
The address as provided when registering on this Website, or if no registration is applicable on the Website, as nominated by the User.

Both a User and the Company may change its domicilium to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of domicilium.

All notices to be given in terms of these Terms will:

- be given in writing;
- be delivered or sent by email; and
- be presumed to have been received on the date of delivery.

Notwithstanding the above, any notice actually received by the other will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.