

ISE One80 Pty Ltd's Web site Terms and Conditions

1. General

1.1 These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the ISE One80 Pty Ltd ("the Provider") web site located at the domain name www.one80.co.za ("the web site").

1.2 The term 'One80', or 'us', 'our', or 'we' refers to the owner of the web site, ISE One80 Pty Ltd. Our registered address is 39 Thompson View Estate, Thompsons Avenue, Kuruman, Northern Cape, South Africa. Our company registration number is 2016/447645/07. The term 'you' refers to the user or viewer of our web site.

1.3 If you continue to access, browse and use this web site the User agrees to comply with, and be bound by, the following terms and conditions of use, which together with our privacy policy govern One80 relationship with you in relation to this web site.

1.4 By using this web site or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

1.5 Please also see our Privacy Policy governing the use of our web site on our web site www.one80.co.za

2. Privacy

2.1 The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the web site), which may result due to the lack of adequate virus protection software or spy ware that the User may inadvertently have installed on his/her device.

2.2 The User may visit the web site without providing any personal information. The web site servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the web site, pages viewed, etc. The Provider uses this information to determine use of the web site, and to improve Content thereon. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

3. Copyright and Intellectual Property Rights

3.1 The Provider provides certain information on the web site. Content currently or anticipated to be displayed at this web site is provided by the Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs, as well as the design, layout, look, appearance and graphics of the web site ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

3.2 The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the web site for marketing and other purposes without the consent of the Provider.

3.3 Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

3.4 All trademarks reproduced in this web site, which are not the property of, or licensed to the operator, are acknowledged on the web site.

3.5 The Provider reserve the right to make any changes to the web site, the Content, or to products and/or services offered through the web site at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. You may not create a link to this web site from another web site or document without ISE One80 Pty Ltd prior written consent.

4. Limitation of liability

4.1 The web site and all Content on the web site, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors.

4.2 Neither we nor any third parties provide any warranty or guarantee as to the availability, accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this web site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

4.3 Neither Provider nor any holding company, affiliate or subsidiary of the Provider, 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 or use the Content or the web site or any functionality thereof, or of any linked web site, even if Provider is expressly advised thereof.

4.4 It shall be your own responsibility to ensure that any products, services or information available through this web site meet your specific requirements.

4.5 From time to time this web site may also include links to other web sites. These links are provided for your convenience to provide further information. They do not signify that we endorse the web site(s). We have no responsibility for the content of the linked web site(s), which shall be governed by their respective terms and conditions.

5. Governing Law & Jurisdiction

5.1 This web site is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the web site from territories or countries where the Content or purchase of the products sold on the web site is illegal is prohibited.

5.2 The User may not use this web site in violation of South African export laws and regulations. If the User accesses this web site from locations outside of South Africa, that User is responsible for compliance with all local laws.

5.3 These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Cape Town High Court in the event of any dispute.

5.4 Unauthorised use of this web site may give rise to a claim for damages and/or be a criminal offence.

5.5 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that ISE One80 Pty Ltd suffers any damage or loss.

5.6 If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible 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. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this web site.

6. Updating of these Terms and Conditions

6.1 The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this web site. It is the User's obligation to periodically check these Terms and Conditions at the web site for changes or updates. The User's continued use of this web site following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

6.2 These terms and conditions shall continue indefinitely, as amended by ISE One80 Pty Ltd from time to time, for so long as the web site exists and is operational, ISE One80 Pty Ltd being entitled to terminate these terms and conditions and/or shut down the web site at any time.

7. Contacting Us

7.1 If there are any questions regarding this privacy policy you may contact us using the information below.

7.2 If you believe that any information on this site is incorrect or incomplete, please write to or email us on info@one80.co.za as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

Web site: www.one80.co.za

Postal address: Postnet Suite 631, Private Bag X1532, Kuruman, Northern Cape, 8460 RSA

E-mail: info@one80.co.za

Tel: +27 (0)76 070 6735

Fax: +27 (0)86 675 0778

Disclaimer/Legal Notice

In no event shall ISE One80 Pty Ltd or its employees, suppliers, agents, contractors be liable for any damages or losses of any nature, including without limitation any consequential loss, loss of profit/income, loss of or the damage to property, claims of 3rd parties, or any other loss, cost, claims or expenses of any kind or character arising out of or in connection with the use of this web site, its content or any web site with which it is linked. This exclusions and limitations only applies to the extent permitted by law. Unless otherwise indicated this web site and all its contents are the property of ISE One80 Pty Ltd. The copyright & all other intellectual property rights in the materials contained on this web site solely belongs to ISE One80 Pty Ltd or our licensor's. Trademarks appearing on this web site are protected by law. In accessing this web site, you agree that the web site is made available for your individual/personal, non-commercial use only. Unless you have ISE One80 Pty Ltd prior written permission/consent, you are not permitted to copy, broadcast, make available to the public, download, store (in any medium), transmit, show or play in public, adapt or change in any way the material (or any part of it) contained on this web site for any purpose whatsoever. This web site and the web site content is provided "as is" or "voet stoots" ISE One80 Pty Ltd makes no warranties or representations with respect to this web site or the contents of it, all warranties, implied or expressed, including without limitations the implied warranties of satisfactory quality & fitness for the purpose relating to this web site and to its contents and/or any web site to which it is linked are hereby hereby to the fullest extent which is permitted by the law excluded. No warranties or representations are given as to the accuracy/completeness of the informations/documents provided on this web site. Or any web site / Search Engine to which it is linked.

Privacy Policy

We respect and are committed to protecting your privacy. This Privacy Policy lets you know how your personal information is used. We will take steps to use your personal information only in ways that are compatible with this Privacy Policy. The following policy is only in effect for the Web pages, newsletters and opt-in announcement lists owned and operated by ISE One80 Pty Ltd. The following discloses our Privacy Policy. www.one80.co.za does track which content you access, however individual information on accessed content is deemed private and is therefore not made public at all. This information is only used internally our organisation, customer care and in the overall processes of improving our business and service offering to you our customer.

What other information do we request?

We may also request your personal details including but not limited to e-mail address, mailing address for the purposes of registering as a site user, conducting a survey or to provide additional services an example, subscriptions to e-mail newsletters, announcement lists. Whenever we request the identity of a visitor, we will clearly indicate the purpose of the inquiry before the information is requested. When you enter a contest or other promotion, we may ask for your name, address and e-mail address so that we can administer the contest and notify winners.

What else should I know about my privacy when online?

The www.one80.co.za Website may contain links to other web sites. Please check with those sites to determine their privacy policy. Please keep in mind that whenever you voluntarily disclose personal information online - for example through e-mail, discussion lists, or elsewhere - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the secrecy of your personal information. Please be careful and responsible whenever you're online. This is how we will handle information we learn about you from your visit to our web site. The information we receive depends upon what you do when visiting our site.

What information is collected and how we collect it

Every computer connected to the Internet is given a domain name and a set of numbers, which serve as that computer's "Internet Protocol" IP address. When a visitor requests a page from www.one80.co.za our web servers automatically recognize that visitor's domain name and "Internet Protocol" IP address. The domain name and "Internet Protocol" IP address reveal nothing personal about you other than the "Internet Protocol" IP address from which you have accessed our site. We use this information to examine website interactivity. Our web servers do not record e-mail addresses of the visitors, unless the contact form has been completed. Your email address is stored off-line on our server.

Will we disclose the information we collect to outside, third parties?

ISE One80 Pty Ltd will disclose personal information when required by law or in the good-faith belief that such action is necessary to:

1. Conform to the edicts of the law or comply with a legal process served on www.one80.co.za,
2. Protect and defend the rights or property of ISE One80 Pty Ltd or visitors to www.one80.co.za,
3. Identify persons who may be violating the law, the legal notice, or the rights of third parties,

Cooperate with the investigations of purported unlawful activities.

How we use single-pixel gifs or tracking scripts?

www.one80.co.za may use single-pixel gif images or tracking scripts, sometimes referred to as web beacons & web bugs, to evaluate our interactivity on our web site and gather general statistical information. ISE One80 Pty Ltd may use single-pixel gifs or tracking scripts that can track personal information from cookies that may have been previously placed on a user's computer.

Information You Provide Us

We use the information that you provide us (both on-line and off-line) for responding to your requests, customising the material presented to you based on your past visits to our web site, to communicate with you, to improve the content of our web site and to improve our service offering. The primary goal in collecting personal information is to provide you customised services, features and content and to give you an efficient personalised experience that best meets your needs. If you choose to identify yourself by sending us an email or completing an online form, ISE One80 Pty Ltd employees will have access to such information in order to contact you for direct marketing purposes. We also aggregate information on what pages you access. Information submitted by you, such as survey information and/or comments or feedback, may be stored in a personally identifiable format and will only be used for internal purposes and will not be shared with people or organisations outside of ISE One80 Pty Ltd.

Automatic Information

This information enables us to run site usage tools and create statistics about our site. These statistics help us to better understand how our site is being used and what we can do to make it more useful to visitors.

We do not record any information other than how you interact with the ISE One80 Pty Ltd website

You can choose whether to accept cookies by changing the settings of your browser. You can reset your browser to refuse all cookies, or allow your browser to show you when a cookie is being sent. If you choose not to accept these cookies, your experience at our site and other web sites may be diminished and some features may not work as intended.

Use of "Cookies"

"Cookies" are small files that are placed on your hard drive that assist us in providing customized and personalised services. No personal information is stored in this cookie. From time to time, ISE One80 Pty Ltd may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. A cookie can't read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. We use cookies to identify unique website users and which areas of the ISE One80 Pty Ltd website you have visited. This information may be used to personalise our services to you.

Email Communication

ISE One80 Pty Ltd from time to time distributes an online newsletter as well as announcements relating to ISE One80 Pty Ltd which we believe our stakeholders will be interested in. ISE One80 Pty Ltd recognises that users may not wish to be contacted about new or related services; therefore you may opt out of any e-mail marketing or newsletters that may result from use of the site. When you receive an email, you will be given instructions on how to remove yourself from that list. All our email communications are tracked to evaluate interaction success and to better understand how stakeholders are responding to communications. Typically, ISE One80 Pty Ltd uses email tagging to identify which links in the email you click on and how you interact with the ISE One80 Pty Ltd website. This information may be linked to the unique cookie stored on your hard drive.

Your Consent To This Agreement

The above policies are effective as of 1st October 2016. ISE One80 Pty Ltd reserves the right to change this policy from time to time without prior notice. By using the ISE One80 Pty Ltd website, you consent to the collection and use of information by us as specified above. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

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Contact Us

If there are any questions regarding the above policies you may contact us using the information below.

Web site: www.one80.co.za

Postal address: Postnet Suite 631, Private Bag X1532, Kuruman, Northern Cape, 8460, RSA

E-mail: <mailto:info@one80.co.za>

Tel: +27 (0)76 070 6735

Fax: +27 (0)86 675 0778