

ISOWALL WEBSITE TERMS AND CONDITIONS

Introduction

By using this Website (“the Website”), you agree to be bound by these terms and conditions and by all terms, policies and guidelines incorporated by reference. If you do not agree to all of these terms, you should not use this Website.

These terms of use (“these Terms” or “the Terms”) apply to your use of this Website (“the Website”), and do not alter in any way the terms or conditions of any other agreement you may have with the Isowall Group consisting of Isowall Southern Africa (Pty) Ltd and its associated companies “Isowall”). By using this Website, you represent and warrant that you are lawfully able to accept these Terms on your behalf and on behalf of any entity you represent and that you and such entity agree to indemnify Isowall for violations of these Terms.

Privacy Policy

We are committed to protecting your privacy. Please refer to our Privacy Policy for information on how we collect, use and disclose personal information. The terms of our Privacy Policy (as amended from time to time) are incorporated herein by this reference.

Ownership of the Website and its Contents

You acknowledge that this Website, and all intellectual property rights therein vest in, Isowall, our licensors, advertisers or third-party content providers (as applicable) and that any unauthorised use thereof is expressly prohibited. Unless otherwise indicated, all of the content featured or displayed on this Website, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof (“Site Content”) are owned by Isowall, our licensors, advertisers or third-party content providers (as applicable).

All elements of the Website, including the Site Content are protected by copyright, trademark and other laws relating to the protection of intellectual property. We reserve the right at any time to change or discontinue, without notice, any aspect or feature of the Website.

Use of the Website

This Website and the Site Content are intended for Isowall’s users. You may not use this Website or the Site Content for anything other than personal and non-commercial purposes. You are specifically prohibited from printing, downloading, copying, adapting or re-transmitting any or all of the Website or the Site Content otherwise than through your *bona fide*, personal, non-commercial use of the Website, or using the Website or the Site Content other than for their intended purpose. Such unauthorised use may also violate applicable laws, including, without limitation, copyright and trademark laws, the laws of privacy and publicity, and applicable communications legislation and regulations.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa, the country from which you export the data or the country in which you reside.

Trademarks

Our logos and any other product or service name or slogan contained in the Website are registered or unregistered trademarks of Isowall and our suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Isowall or the applicable trademark holder. You may not use metatags or any other HTML tags, comments or hidden text utilising “Isowall” or any other name, trademark or product or service name of Isowall without our prior written consent. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Links

We make no claim or representation regarding, and accept no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Website, or websites linking to the Website. Such sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide such links (if any) to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by us of any site or any information contained therein. When you leave the Website, you should be aware that Isowall’s terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

You agree that Isowall will not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any dealings you may have with any third party.

Warranties and Undertakings

You undertake to conduct all dealings with Isowall and with other users of the Website with the utmost good faith and in accordance with all applicable laws.

Indemnification

You agree to defend, indemnify and hold us harmless, as well as our subsidiaries, affiliates, licensors, employees, agents, sponsors, third party information providers and independent contractors, against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Website (including, without limitation, any information you disclose in any dealings you have with any other user of the Website), your conduct, your use of or inability to use the Website, your breach or alleged breach of these Terms or of any representation or warranty contained herein, your unauthorised use of the Site Content, or your violation of any rights of another.

Limitation of Liability

In no event shall we, our directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind whatsoever, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, delict (including, but not limited to, negligence) or otherwise, arising out of or in any way connected with the use of the Website, the Site Content or the materials or services contained in or accessed through the Website. In no event shall our aggregate liability, whether in contract, warranty, delict (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Website exceed any compensation you pay, if any, to us for access to or use of the Website.

Dispute Resolution and Governing Law

These Terms are governed by and will be interpreted according to the laws of the Republic of South Africa, and all disputes, claims and other matters in connection with these Terms will be determined in accordance with such laws. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa in respect of any disputes arising in connection with this Website or the use of this Website.

Miscellaneous Provisions

Notwithstanding anything contained herein, we reserve the right, without notice and in our sole discretion, to restrict or block your use of the Website.

These Terms (as amended from time to time) constitute the sole record of the agreement between you and us in relation to your use of the Website. Neither you nor Isowall will be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated, these Terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the Website. Notwithstanding the foregoing, our licensors, advertisers or third-party content providers may be granted access to the Website by virtue of a separate written agreement with Isowall. If this applies to you, these Terms must be read in conjunction with such agreement, which takes precedence over these Terms in the event of any conflict.

Failure or neglect by us to enforce at any time any of the provisions of these Terms may not be construed as a waiver of our rights. Any waiver of any provision of these Terms will be effective only if in writing and signed by us.

If any provision of these Terms is found to be unenforceable, wherever possible this will not affect any other provision and each will remain in full force and effect.

Any rights not expressly granted herein are reserved.

Changes to these Terms

Isowall reserves the right to change any of the terms and conditions contained in these Terms or any policy or guideline in respect of the Website, at any time and in its sole discretion. When we make changes, we will revise the "Last Updated" date at the top of these Terms. Any changes will be effective immediately upon posting on the Website. Your continued use of the Website following the posting of changes will constitute your acceptance of such changes. We encourage you to review these Terms whenever you visit this Website.

Contact Information

Questions or comments about the Website or these Terms may be directed to Isowall at info@isowall.co.za