



Equalizer Group (Pty) Ltd

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r : 2017/535625/07
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Terms and Conditions of Use

1. Introduction

1.1. Welcome to the Equalizer Group website <https://equalizergroup.co.za/>. The website is owned by Equalizer Group (Pty) Ltd ("Equalizer") and is located within the Republic of South Africa.

1.2. By accessing and using this website, you ("User") agree to be bound by the Terms and Conditions of Use set out in this notice. Users who do not wish to be bound by these Terms and Conditions of Use, may not access, display, use, download, copy or distribute any of the content of this website.

2. Usage and Copyright

2.1. Users agree that their use of this website is for lawful purposes only. Users agree that they will not use this website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.

2.2. Equalizer retains copyright in the website and all current and future content displayed on the website which is not owned by third parties.

2.3. Users may view, copy, download to a local drive, print and distribute the content of this website, or any part thereof only for non-commercial informational or reference purposes.

2.4. Users who wish to use content from this website for commercial purposes may only do so with the prior written permission obtained from the Marketing Department at telephone number +27 12 940 0341 or e-mail info@equalizergroup.co.za. Any reproduction and/or copy of the content or portion thereof for commercial purposes must adhere to conditions imposed in the prior written permission and include this copyright notice in its entirety: Copyright © (2023) by Equalizer (Proprietary) Limited. ALL RIGHTS RESERVED.

3. Disclaimer and Exclusion of Liability

3.1. The use of the content of this website is at the User's own risk. The User assumes full responsibility and risk of loss resulting from the use of the content of this website. Equalizer or any of the legal entities in respect of which information is contained on this website, or employees of Equalizer or such entity, will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of information contained herein.

3.2. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002), Equalizer shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.

3.3. This website is provided 'as is'. Equalizer makes no representations or warranties, implied or otherwise, that inter alia the content and technology available from this website are free from errors or omissions, that the service will be uninterrupted and error-free or will meet any particular criteria of performance or quality.

3.4. It is the sole responsibility of the User to satisfy itself prior to accessing this website that the website will meet the User's individual requirements and be compatible with the User's hardware and/or software.

3.5. Certain links in the website lead to resources maintained by third parties over whom Equalizer has no control. Equalizer makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

4. Privacy 4.1. Equalizer respects the privacy of all visitors to this website. Users may use this website without providing any personal information.

4.2. In order for Equalizer to regularly assess and improve the website, Equalizer collects information on inter alia the number of visits to the website and the pages viewed. A full description of the information collected can be found in the Equalizer Privacy Policy.

4.3. Please note that this website may contain links to other websites which are not being governed by this privacy statement or the Equalizer Privacy Policy.

5. Security

5.1. Protection

5.1.1. Equalizer has in place reasonable commercial standards of technology and operational security to protect all information provided by Users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a User's information including any sensitive data submitted.

5.1.2. It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website.

5.1.3. If a person, business or entity delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website, civil damages may be claimable against that person, business or entity.

5.2. External links and advertising

5.2.1. Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at the User's own risk.

5.2.2. Wherever third-party advertising or promotional material is displayed on this website, this should not be construed as the Equalizer endorsing or creating any relationship between Equalizer and that third-party. Reliance on any such material is entirely at your own risk.

5.3. Linking

5.3.1. Any third party wishing to link to this website from their website must obtain permission from Equalizer, and permission may be granted on terms and conditions agreed.

6. Updating of these Terms and Conditions of Use

6.1. Equalizer reserves the right to change, modify, add to or remove portions or the whole of these Terms and Conditions of Use from time to time.

6.2. Changes to these Terms and Conditions of Use will take effect upon such changes being posted to this website.

6.3. It is the User's obligation to periodically check these Terms and Conditions of Use at this website for changes or updates.

6.4. The User's continued use of this website 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 of Use, including such changes or updates.

7. Unsolicited information

7.1. If the User posts unsolicited content or other information to the Website then the User grants to the owners and to Equalizer a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such information throughout the world in any media.

7.2. The User grants to Equalizer the right to use the name that the User submits in connection with such information, if they choose.

7.3. The User warrants that:

7.3.1. the User owns or otherwise controls all of the rights to the information that the User posts;

7.3.2. the information is accurate;

7.3.3. by the supply of the information to Equalizer and/or the owners, the User does not violate this policy and does not infringe the rights of any person or entity; and

7.3.4. the User indemnifies Equalizer for all claims resulting from the receipt by Equalizer and/or the owners of the information the User supplies to it.

7.4. Equalizer reserves the right, without any obligation, to monitor and edit or remove any information, where posted on the website.

7.5. Equalizer takes no responsibility and assumes no liability for any information posted by the User, any third party or the owners.

8. Surveys and statistical profiles

8.1. Equalizer understands that efficiency and customer care translate to good service. Equalizer may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, Equalizer will inform the User how the information gathered will be used and will provide the User with the opportunity to opt-out from such surveys.

8.2. Notwithstanding the foregoing, Equalizer may choose to use personal information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

9. Interception

9.1. Subject to the Regulation of Interception of Communications Act 70 of 2002 ("RICA"), the User agrees that Equalizer may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Equalizer, its employees, directors and agents.

9.2. The User agrees that it's/his/her consent satisfies the requirements of ECTA and RICA for consent in "writing" as defined.



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10. Severability

10.1. These Terms and Conditions of Use constitute the entire professional or other relationship between Equalizer and the User of this website.

10.2. Any failure by Equalizer to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

10.3. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms and Conditions of Use. The remaining Terms and Conditions of Use shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

11. Jurisdiction

11.1. This website is owned and operated within the Republic of South Africa therefore, these Terms and Conditions of Use are governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the High Court in the event of any dispute.

12. Enquiries

12.1. If you have any queries about the Terms and Conditions of Use please contact info@equalizergroup.co.za.