

# Terms and Conditions of Use

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE, INCLUDING USE THROUGH AN ELECTRONIC AGENT, IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS SITE THE USER AGREES AND IS DEEMED TO HAVE AGREED TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN FURTHER USE OF THE WEBSITE IS PROHIBITED.

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## Definitions

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"web site owner" and/or "we" means Pyrotechnical Marketing (Pty) Ltd

"user" means any person accessing any part of the web site and includes members

"this web site" means [www.towerworld.com](http://www.towerworld.com) and all sub pages thereof excluding links to external sites

"ECT Act" means the Electronic Communications & Transactions Act 25 of 2002

## Use of this site

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1. Use of this web site is strictly at the sole risk of the user.
2. Any and all illegal, unlawful or fraudulent conduct, including click fraud, directed towards this web site or any of the services offered through it is strictly prohibited.

## Amendments to content and information

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3. The web site owner expressly reserves the right in its sole discretion to affect any amendment or alteration to the content and information, including pricing and rates, set out in this web site.
4. Users acknowledge that it is their responsibility to familiarise themselves with any amendment or alteration affected.

## Owner information & required disclosures under section 43 of the ECT Act.

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Please submit any query in respect of these Terms & Conditions or Web site owners to:

Pyrotechnical Marketing (Pty) Limited.

Registered Number: 1969/003546/07

Directors: R.A. Beattie (Managing Director), C.C. Beattie, J.R. Beattie, S.G Beattie, T.A Beattie

## Contact Details:

### Western Cape (Head Office)

Tel. +27 (21) 787 9600

Fax. +27 (21) 787 9791

E-mail: [sales@towerworld.com](mailto:sales@towerworld.com)

Physical Address: Capricorn Park, Lakeshore Road, Muizenberg, 7945

Postal Address: Private Bag X1, Capricorn Square, 7948

### Gauteng

Tel. +27 (11) 611 1820

Fax. +27 (11) 611 1834

### Kwazulu-Natal

Tel. +27 (31) 700 2338

## No offer

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5. Users should regard nothing contained in this web site as an offer but rather as an invitation to do business.

## Disclaimers

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6. THIS ENTIRE WEB SITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "**AS IS**" AND "**AS AVAILABLE**". THE WEB SITE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEB SITE OR THE INFORMATION CONTAINED IN IT.

7. Subject to Chapter 7 of the ECT Act, the web site owner, its officers, employees, suppliers, ISPs, partners, affiliates and agents, shall not be liable for any damage, loss or liability, howsoever arising, incurred by users or any other persons and resulting from the use or inability to use this web site.

8. Subject to Chapter 7 of the ECT Act and to the fullest extent possible under the applicable law, the web site owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this site in any manner.

9. The web site owner has no control over third party content and features which can be accessed through the use of this web site and does not examine or edit such

content and features or act as an agent for third parties accessible through this web site. As such and to the fullest possible extent permissible under law the web site owner disclaims any liability whatsoever for any loss or damage arising from the use of third party web sites, contents and features.

## INDEMNITY

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10. USERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE WEB SITE OWNER, ITS OFFICERS, EMPLOYEES, ISPs, SERVANTS, SUBCONTRACTORS, PARTNERS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USERS USE OF THIS WEB SITE, THIRD PARTY WEB SITES OR ANY OF THE SERVICES OFFERED THROUGH SUCH SITES IN ANY WAY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CONTENT.

11. Users agree that:

- a. they will be irrevocably bound by the terms and conditions applicable to the use of this web site
- b. they will provide full and accurate information
- c. it is the user's responsibility to check and update information pertaining to their user account
- d. on registration they will provide a username and password
- e. registration is for a single user and a subscriber's username and password cannot be shared with any other person

12. Users further undertake not to

- a. impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications
- b. make available or upload files that contain software or any other material not owned or licensed to the subscriber
- c. make use of the web site to collect, harvest or otherwise obtain personal information relating to other users or subscribers.

## RECEIPT OF DATA MESSAGES

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13. Data messages, including e-mail messages, sent by users to the web site owner shall be deemed to be received only when acknowledged or responded to.

14. A data message sent by the web site owner to users shall be regarded as received when the complete data message enters an information system designated or used for

that purpose by the recipient and is capable of being retrieved and processed by the recipient.

15. The web site owner reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such e-mail where necessary.

## MONITORING AND INTERCEPTION OF DATA MESSAGES

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16. In order to provide a relevant and secure service, and where required and permitted to do so under law, the web site owner may monitor and/or intercept electronic communications such as e-mail which are sent to this web site. To the full extent necessary under law the user hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

## Removal of content - notice of objection

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17. If the web site owner receives a valid notice of objection relating to any content that is posted on this web site then the web site owner, subject to the provisions of this clause, will remove the content as contained on the Web site.

18. A valid notice of objection must be emailed or faxed to the web site owner and include:

- a. full names and address,
- b. written or electronic signature,
- c. identification of the right that has been infringed,
- d. identification of the material or activity that infringes this right,
- e. the remedial action needed,
- f. the telephonic and electronic contact details, a statement that the complainant is acting in good faith, and
- h. a statement that the information is true and correct.

19. If the notice of objection does comply with clause 18 then the web site owner will remove the content and inform the complainant and, if necessary, the third party that posted that material immediately.

20. The web site owner expressly disclaims any liability which may arise as a result of the removal of content pursuant to the receipt of a valid notice of objection.

## Security

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21. While we take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.

22. The following acts in connection with this web site are expressly prohibited:

- a. Gaining or attempting to gain unauthorised access to any web page or part of this web site;
- b. Delivering or attempting to deliver any unauthorised or malicious code or content to this web site; and/or
- c. Any amendment to or attempt to amend any of the content or any other part of this web site by unauthorised persons.

23. We will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this web site or attempts to gain unauthorized access to any page on or part of this web site.

## Copyright and Intellectual Property protection

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24. Copyright in all information, logos, images, source codes and other original material contained in this web site, which is not attributed to a third party, is held by or licensed to the web site owner. The web site owner asserts and reserves all its rights, including moral rights, in this regard. No right, title or interest in any proprietary material or information contained in this web site is granted to users other than set out above.

25. The web site owner grants to users a personal, non-exclusive, non-assignable and non-transferable license to view, copy, download to a local drive, print and display all content and information on any machine of which the user is the primary user provided that such use:

- a. Is for information purposes only;
- b. Is for non-commercial purposes or within a non-commercial web site;
- c. Any reproduction must acknowledge this web site as the source of the information in a proper copyright notice.

26. Users are required to inform the web site owner of any non-commercial use by e-mailing [sales@towerworld.com](mailto:sales@towerworld.com)

27. Users wishing to utilise content for their own commercial purposes may only do so with the prior written permission of the web site owner. Requests for commercial use may be submitted by e-mailing [sales@towerworld.com](mailto:sales@towerworld.com) The granting or refusing of

permission is completely within the discretion of the web site owner, and may be conditional.

28. Users are requested to note that intellectual property rights in certain material and/or information contained on this web site may vest in a third party other than the web site owner and that the user is under a legal duty to respect such rights.

## Privacy and Confidentiality of communications

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29. Further information regarding the manner in which we respect the privacy of users' personal information is contained in our Privacy Policy, which form part of these Terms and Conditions of Use. Please review this now.

30. The User's attention is drawn to the fact that information transmitted via the Internet, including e-mail, is susceptible to monitoring and interception. The User is therefore discouraged from transmitting to the web site or web site owner any information that may be confidential, proprietary, or sensitive. The User shall bear all risk of transmitting such information in this manner and under no circumstances will the web site owner be liable for any loss, harm, or damage suffered by the User as a result thereof.

31. The web site owner reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should the web site owner deem it necessary.

32. Any unsolicited information or material sent to the web site or web site owner will be deemed not to be confidential, unless otherwise agreed in writing by the web site owner.

## Advertising and sponsorship

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33. This web site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this web site complies with all applicable laws and regulations.

34. The web site owner accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## Automated searching

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35. Automated transactions and searches are subject to these terms and conditions.

36. The use of malicious search technology is prohibited.

37. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

38. Search technology which does not unduly retard the operation of this web site is acceptable but the web site owner reserves the right to prohibit any specific entity from employing search technology on the web site.

## Hyperlinks, deep links, framing and web crawlers

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39. Persons, business and web sites are free to link to this web site. Please notify us of any link created by e-mailing details of the link and the page to which it points to [sales@towerworld.com](mailto:sales@towerworld.com). Permission to link to this web site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this web site at any time and for any reason.

40. Use of the sites or pages linked to is accordingly exclusively at the risk of the user.

41. The express permission in writing of the web site owner, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be submitted by e-mailing [sales@towerworld.com](mailto:sales@towerworld.com)

42. While the use of web crawlers and search software is permitted on this site, the web site owner reserves the right to restrict the use of web crawlers in whole or in part as it sees fit. You may not save the whole or any part of the source code of the Web site nor may a person use any technology or application that extracts the source code of the Web site and saves this information.

43. The user of electronic agents to harvest personal information from the web site owner is strictly prohibited.



## Termination of this agreement

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44. The web site owner reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this web site and/or to terminate the access rights of any user where, for example and without limitation:
- a. The web site owner regards the action or inaction of a user to constitute a breach of these terms and conditions;
  - b. The web site owner regards the action or inaction of a user to constitute abuse of the services offered through this web site.
  - c. Events beyond the reasonable control of the web site owner, including technical failures, prevent the continuing provision of the web site.

## What law governs this Agreement?

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45. Subject to the dispute resolution provisions below, the user hereby agrees that the law applicable to these terms and conditions of use, their interpretation and any matter or litigation in connection therewith or arising from them will be the law of South Africa.

46. This web site is owned, hosted and maintained within the Republic of South Africa.

47. When using this site and agreeing to these Terms and Conditions such use and agreement is deemed to have taken place in Cape Town, South Africa.

48. Users of this web site are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the [Electronic Communications and Transactions Act 25 of 2002](#).

## Dispute resolution

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49. By accessing this Web site you acknowledge and agree that in the event of any dispute or purported dispute arising out of use or inability to use this Web site, or claim in respect of any service or product offered through the web site, or on any matter provided for in, or arising out of this agreement, then that dispute shall be submitted to [www.trustenforce.org](http://www.trustenforce.org) and decided by online mediation or arbitration.

50. Any dispute arising out of or in connection with these Terms and Conditions including any question regarding its existence, validity or termination, shall be settled by the online dispute resolution process in accordance with the TrustEnforce.org Mediation

and Arbitration rules, which rules are deemed to be incorporated by reference into this clause.

51. Where the dispute has arisen in South Africa between parties in South Africa the place of the arbitration is deemed to be Cape Town, so the arbitration will be governed by these rules and by the arbitration law of South Africa and the dispute will be resolved in accordance with the law of South Africa.

52. Where the dispute has arisen between parties in different countries the arbitration is deemed to be an international arbitration, and the place of the arbitration is deemed to be South Africa, so the arbitration will be governed by the TrustEnforce.org mediation and arbitration rules and by the arbitration law of South Africa, which has adopted the UNCITRAL Model Law on International Commercial Arbitration. In the case of an international arbitration the dispute will be resolved in accordance with the United Nations Convention on Contracts for the International Sale of Goods (1980) (if concerned with the sale of goods) and the UNIDROIT Principles of International Commercial Contracts (1994), supplemented where necessary by the CENTRAL List of Lex Mercatoria principles, rules and standards.

53. The language used during the dispute resolution process will be English.

54. Further information on Trustenforce.org is available from [www.trustenforce.org](http://www.trustenforce.org).

## Amendment of the terms and conditions of this Agreement

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55. Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. Please refer to the last revision date at the foot of this page.

56. We will attempt to give notice of any amendments, but reserve the right to effect binding amendments, additions or deletions without notice.

## Enforceability of this Agreement & waivers

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57. Users may not cede, sub-license or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of this site.

58. Any failure by the web site owner 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.

59. In the event of any part of these Terms and Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not effect the application or enforceability of the remainder of this Agreement.

60. These Terms of Use contain the record of the entire agreement between the user and the web site owner.

61. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.