

# TERMS OF USE FOR THE WEBSITE

## TERMS OF USE

### Introduction

Welcome to [www.cession.co.za](http://www.cession.co.za) that is owned and operated by CESSION CENTRAL (Pty) Ltd. (“CESSION CENTRAL”, “we” or “us”). This page explains the terms by which the user (“you, your or yourself”) may use our website and service.

### Acceptance of Terms

These terms and conditions become effective when you access the website and constitute a binding agreement between us and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this website.

The service is comprised of a free service accessible by all users and a paid service only accessible by registered users (“Subscriber”). By accessing or using the CESSION CENTRAL service, website, applications, software provided in connection with the paid service (“Service”), you signify that you have read, understood, and agree to be bound by these Terms of Use, whether or not you are a Subscriber. If you do not agree with any provision contained in these Terms of Use, please do not use this website.

### Use of the Website

By accessing the website, you warrant and represent that your use of the website is for lawful purposes and that you are over 18 years of age and can legally conclude a binding agreement with us. You further warrant that you will not contravene any South African or International laws by using the website, the Service or any information provided to you by us through your use of the website.

Except as expressly authorised by these terms, you may not use, alter, copy, distribute, or transmit the content of this website.

### Use of Information

CESSION CENTRAL conducts its business in accordance with South African legislation affecting its business. We value the privacy of your information and will protect your personal information in accordance with all relevant laws and regulations as set out in our Privacy Policy. This includes the Protection of Personal Information Act no 4 of 2013 (POPIA) and Regulations (2018).

By accepting these terms and conditions, you expressly acknowledge, agree and consent to us and our suppliers using your confidential personal information (including but not limited to, names, addresses, identifying numbers, contact details and credit card information) in order to provide the Service.

### Amendment of Terms and Conditions

We reserve the right, in our sole discretion, to amend these terms and conditions at any time and without notice. Any such amendments will come into effect immediately and automatically. If we do this, we will post the amended terms and conditions on this page and indicate at the bottom of the page the date the terms and conditions were last revised. You agree to review these terms and conditions whenever you visit the website for any such amendments.

If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

### **Content of Users**

There are certain areas of the Service that may allow Users to add questions, data, and other information (“User Content”). You are solely responsible for your User Content that you upload, display, or otherwise make available (hereinafter, “add”) on the Service, and you agree that we are only a reporting service for the online sharing, distribution and publication of your User Content. CESSION CENTRAL will not review or reference any such User Content as provided herein except as provided in the Subscriber Terms or in our Privacy Policy or as may be required by law. Except as provided in the Subscriber Terms, all User Content is owned by the User who adds it to the Service. CESSION CENTRAL does not have, nor does it claim, any ownership rights in any User Content.

You agree not to add any User Content that (a) contains any information or content that is not legally permitted; (b) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (c) contains any information or content that you know is not correct and accurate. You agree that any User Content that you add does not and will not violate any third-party rights of any kind.

### **Copyright and Intellectual Property Rights**

For the purposes of these terms and conditions, “Intellectual Property Rights” means all patents, copyrights, trademarks, trade secrets and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, copyrights and photographs (the “CESSION CENTRAL Content”), and all Intellectual Property Rights related thereto, are the exclusive property of CESSION CENTRAL.

Except as explicitly provided herein, nothing in these terms and conditions shall be deemed to create a license in or under any such Intellectual Property Rights and you agree that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (a) modify, port, translate, localize or create derivative works of the Service or any documentation relating to the provision of the Service; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Service by any means whatsoever, or disclose any of the foregoing; (c) sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute the Services without the express written consent of CESSION CENTRAL; (d) encumber or suffer to exist any lien or security interest on any of the Service; and (e) knowingly take any action that would cause the Service to be placed in the public domain. Use of the CESSION CENTRAL Content or materials on the Service for any purpose not expressly permitted by these terms and conditions is strictly prohibited.

You understand and acknowledge that you may be exposed to User Content that is inaccurate and you agree that CESSION CENTRAL will not be liable for any damages you allege to incur as a result of such User Content.

### **Disclaimer of Warranties and Liabilities**

CESSION CENTRAL does not make any warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and the Service and the website and Service made available via the website are provided "as is" does not make any warranty or representation that information and the Service advertised on the website are appropriate for use in any jurisdiction.

Use of this site, the content and the Service are at your own risk. CESSION CENTRAL does not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of the site, the content or the Service.

CESSION CENTRAL does not assume any responsibility for any errors, omissions or inaccuracies in the site, the content or the Service.

Neither CESSION CENTRAL nor its directors shall be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the website and/or any information contained on or received via the website, your use of the Service and/or your reliance on any information offered via the website and Service.

Without limiting the generality of the foregoing, neither CESSION CENTRAL nor its directors shall be liable for any loss of business, loss of data and/or loss of profits, any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any service/s which are necessary to ensure the availability of the website.

You hereby indemnify CESSION CENTRAL and its directors against any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to the aforesaid.

Without limiting the generality of the foregoing, CESSION CENTRAL shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you request that an order is stopped or cancelled.

The content is provided for informational purposes only and is not intended to provide financial advice to you and you should not rely upon the content to provide any such advice. You should seek the advice of professionals regarding the evaluation and verification of any content provided on the website and, in any event, prior to making any financial decisions based on such content.

### **Indemnity**

You agree to defend, indemnify and hold harmless CESSION CENTRAL, its officers, subsidiaries, affiliates, successors, assigns, directors, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the website and/or the Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that the User Content caused damage to a third party. This defence and indemnification obligation will survive termination, modification or expiration of this Terms of Use and your use of the Service and the website.

**External Links**

External links may be provided for your convenience, but CESSION CENTRAL makes no representations whatsoever about any other website or their content. Use or reliance on any external links provided is at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third party websites. We have no control over such third party websites and will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites.

**Crawlers and Spiders**

No person, business or website may use any technology to search and/or gain information from our website without our prior written permission.

**Governing Law**

This Agreement and all matters or disputes arising from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

**Consumer Protection**

Information Required Pursuant to section 43(1) of the *Electronic Communications and Transactions Act, 25 of 2002* ("ECTA") is as follows:

Full name and legal status:	CESSION CENTRAL (PTY) LTD
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