

Debt Repair Solutions (Pty) Ltd t/a VUKA CreditFix

Website Terms and Conditions

By making use of our **Website**, www.vukacreditfix.co.za, you agree to be bound by the terms and conditions of usage of our **Website**.

This **Website**, including all of its **Content** relates to the services offered by Debt Repair Solutions (Pty) Ltd t/a VUKA CreditFix and all information, **Content** and services provided on or through this **Website** may be used solely under the terms and conditions as hereinbelow set out.

DEFINITIONS

- a. **“Content”** includes but is not limited to text, **Submissions**, images, audio and/or video, and PDF documents in whole or in part;
- b. **“Submissions”** include but are not limited to notes, images, creative materials, ideas, suggestions concepts, and communication including any data, questions, comments and other information submitted to the **Website** via any electronic format or any other method whatsoever;
- c. **“The Provider”** means **Debt Repair Solutions (Pty) Ltd t/a VUKA CreditFix, Registration No: 2019/474053/07;**
- d. **“User”** means any person who enters, uses or accesses the **Website**, notwithstanding the fact that such a person only visited the home page of the **Website**;
- e. **“The Website”** means the **Provider’s Website: www.vukacreditfix.co.za** or any part thereof;

INTERPRETATION

In these terms and conditions, unless it appears to the contrary, the singular shall include the plural and vice versa, any reference to any gender shall also include the opposite gender and any reference to a natural person, shall include legal person and vice versa.

These terms and conditions will be interpreted and construed exclusively in English and all interpretations of these terms and conditions in English, will take precedence over any and all other translations. All notices and correspondence will be written exclusively in English and by proceeding to make use of the **Website**, the **User** confirms that they accept and understand all the terms and conditions as written.

1. WEBSITE LICENSE

As a **User** of this **Website** you are granted a limited license to access and use the **Website** and any of its **Content** in accordance with the terms and conditions of use as herein contained. The **Provider** has the right to terminate this license, at any time, for any reason whatsoever.

2. GENERAL IMPORTANT INFORMATION

- 2.1 These Terms and Conditions apply to all **Users** as herein defined.
- 2.2 Should the **User** not understand any of the terms and conditions contained herein, the onus and responsibility rests on the **User** to request an explanation from the **Provider** before making use of the **Website**.
- 2.3 By proceeding to use this **Website**, the **User** shall be deemed to have unconditionally accepted all the terms and conditions of use as contained herein.

3. RESTRICTIONS OF USE

- 3.1 The **Content** on this **Website** is for the **User’s** personal use only and may not be used for any commercial exploitation.
- 3.2 The **Website** consists of **Content** that is derived entirely or in part from **Content** sourced by and provided to the **Provider** and in which the **Provider** specialises.

- 3.3 The **User** is strictly prohibited from creating works that are based on the **Content** found on this site. The prohibition applies regardless of whether the **Content** is sold, negotiated or given away and/or further disaffected in any manner whatsoever.
- 3.4 The **User** is prohibited from reproducing, duplicating, publishing, modifying, copying, downloading or uploading in any manner whatsoever, posting, broadcasting or transmitting, displaying, or distributing or in any manner whatsoever exploiting any of the **Content**, except that the **User** may download or print one copy of the **Content** for the **User's** own personal, non-commercial use only, provided that all restrictions attached to the **Content** remain in place, unless the prior written consent of the **Provider** has been obtained.
- 3.5 **Users** may not use any network monitoring or discovery software to determine the site architecture or extract information.
- 3.6 **Users** may not use any robot, spider, web crawlers, other automatic software or devices, or manual processes to monitor, search or copy the **Provider's Website** or **Content** without the **Provider's** prior written consent.
- 3.7 **Users** may not transmit any false, misleading, fraudulent or illegal communications from this **Website** or any of its **Content**.
- 3.8 Should **Users** wish to do so, they may quote limited and reasonable amounts of the **Content** available from the **Website**, however, undertake to place any such **Content** used in inverted commas and ensure that the reference the **Content** correctly.
- 3.9 **Users** may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this **Website**, except to the extent permitted above.
- 3.10 The **Provider** shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such **Content** by the **User** or any third party who obtained any **Content** from the **User**.
- 3.11 Should the **User** or any other source require to make use of a hyperlink to the **Provider's Website**, such hyperlink shall be directed only to the home page of the **Website**. The **Provider** shall not be liable, in any manner whatsoever, for any damage, loss or liability that results from the use of **Content** from the **Website** if such **Content** was accessed through a hyperlink not directed at the home page of the **Website**. Should any person require to link **Content** beyond the home page of the **Website**, they shall do so at their own risk and they indemnify the **Provider** against any loss, liability or damage that may result from the use of **Content** from the **Website**.

4. NOT LEGAL ADVICE

The **Content** of the **Website** is not intended to provide nor does it constitute any form of legal advice. The accuracy, completeness, adequacy or currency of the **Content** is not warranted or guaranteed and the **User's** use of **Content** from this **Website** or any **Content** from this **Website** is at their own risk.

5. DOMAIN NAME USE AND INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the **Website**, including but not limited to **Content**, domain names, design elements, databases, text, graphics, icons and hyperlinks are the property of or licensed to the **Provider** and are therefore protected from infringement by domestic and international legislation. Subject to the rights licensed to the **User** in clause 2, all other rights to intellectual property on the **Website** are expressly reserved.

6. AMENDMENTS TO TERMS AND CONDITIONS

The **Provider** expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- a. change these terms and conditions;
- b. change the **Content** and/or services available from the **Website**;
- c. discontinue any aspect of the **Website**.

7. HYPERLINKS TO THIRD PARTY SITES

The **Provider** may provide hyperlinks to **Websites** not controlled by the **Provider**. Any such links provided by the **Provider** on its **Website**, does not imply any endorsement, agreement on or support for the content of such third party sites. The **Provider** specifically states that it does not have any control over the content of such third party sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on such third party sites.

8. SECURITY

- 8.1 The **Provider** cannot make any warranties or representations that the **Content** on the **Website** shall be 100% safe and secure, however, shall take all reasonable steps to secure the **Content** of the **Website**.
- 8.2 The **Provider** is under no legal duty to encrypt any **Content** or communications from and to the **Website** and is also under no legal duty to provide digital authentication of any page on the **Website**.
- 8.3 **Users** may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the **Website** or the server and computer network that support the **Website**. Notwithstanding criminal prosecution, any person who delivers any damaging code to the **Website**, whether on purpose or negligently, shall, without any limitation, indemnify and hold the **Provider** harmless against any and all liability, damages and losses the **Provider** and its partners/affiliates may suffer as a result of such damaging code.
- 8.4 Should any **users** distribute or use any device to breach the security measures of the **Content** of the **Website**, the **Provider** reserves the right to claim damages from any and all persons concerned with a security breach or violation.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1 The **Provider**, its owners, employees, suppliers, network operators, partners, affiliates and agents shall not be liable for any damage, loss or liability of any nature incurred and resulting from:
 - a. access to the **Website**;
 - b. access to **Websites** linked to the **Website**;
 - c. inability to access the **Website**;
 - d. inability to access **Websites** linked to the **Website**;
 - e. **Content** available on the **Website**;
 - f. services available from the **Website**;
 - g. download, install and use of the **Content** of the **Website**; and
 - h. any other reason not directly related to the **Provider's** gross negligence.
- 9.2 The **Provider** shall not be liable for any loss, claim, liability or damage of any kind resulting from the use of the **Website**.
- 9.3 This **Website** is directed primarily at **Users** in the Republic of South Africa and therefore the **producer** shall not, as far as allowed by South African law, be liable for defamation, libel, slander, privacy infringement, personality infringement or copyright infringement, in whatsoever format, outside the borders of the Republic of South Africa.
- 9.4 Should the **Website** or any representatives of the **Provider** not be available at any time due to updates running on the **Website** or other causes beyond the reasonable control of the **Provider**, including, but not limited to virus infection, power failure or other "acts of God", the **Provider** shall not be held liable or responsible for any such interruptions and downtime.

10. UPDATE OF CONTENT OF THE WEBSITE

Should any inaccurate **Content** available on the **Website** be reported to the **Provider**, the **Provider** undertakes to correct and/or remove such **Content** or any part thereof

subsequent to an investigation being finalised and if such **Content** is indeed found to be inaccurate.

11. **INTERCEPTION OF COMMUNICATION**

11.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the **User** agrees to the **Provider's** right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the **User** to the **Website** or its staff and employees.

11.2 The **User** agrees and acknowledges that the consent provided by the **User** in clause 12.1 meets the legal and formal requirements for being considered "written" consent.

12. **UNLAWFUL ACTIVITY**

Should the **Provider** detect any suspicious or violating activity during use of the **Website** by the **User** or any other party, the **Provider** reserves the right to, following on investigations, report any suspected unlawful activity to the applicable authorities, regulators or third parties. In this regard, the **Provider** reserves the right to disclose any information necessary to the appropriate persons or entities to investigate such suspicious or violating activity.

13. **ENTIRE AGREEMENT**

13.1 These terms and conditions constitute the entire agreement between the **Provider** and the **User** and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by the **Provider** from the **User**.

13.2 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

14. **ASSIGNMENT**

The **User** may not assign, transfer or sub-contract any of their rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without the **Provider's** prior written consent. Any purported assignment in violation of this Section will be null and void.

15. **APPLICABLE AND GOVERNING LAW**

The **Website** is hosted, controlled and operated under the applicable South African law enforced by the South African courts which govern the use or inability to use the **Website**, its **Content**, services and these terms and conditions.

16. **TERMINATION OF LIMITED LICENSE**

15.1 The use of or access to the **Website** constitutes the **User's** acceptance of the terms and conditions hereof, which are binding on the **User** and take effect on a date when the **User** first makes use of or accesses the **Website**.

15.2 If the **User** does not accept all the terms and conditions in full, the **User** must exit the site immediately.

15.3 In the event of the **User** failing to exit the site as aforesaid, the **Provider** has the right to claim any indirect, direct, incidental, special or punitive damages caused to it by the **User's** unauthorised access and/or use of the **Website**. The **User** further indemnifies the **Provider** against any claims for damages of whatsoever nature caused to another party by the **User's** unauthorised use and/or access of the **Website**.