

Terms & Conditions

These Terms and Conditions shall regulate the relationship between IMPERIAL Logistics, a division of the IMPERIAL Group (Pty) Ltd, (the 'Provider') and visitors ('User') to the company's Website at www.imperiallogistics.co.za.

By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User should not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website.

Updates and amendments to the terms and conditions

Provider reserves the right to change, modify, amend, add to or remove portions or whole parts of these Terms and Conditions from time to time.

Copyright and intellectual property

Content currently or anticipated to be displayed at the Website is supplied by the Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Professional Works, Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematography Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ('the Content'). All such proprietary works, and the compilation of the proprietary works, are subject to copyright by the Provider, its affiliates or subsidiary, or any third party owner of such rights ('the Owners'), and is protected by South African and international copyright laws. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limited license to general users

Provider grants the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable license to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.

The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of the Provider.

Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.

Illegal and offensive conduct

The User agrees to conform to generally accepted Internet etiquette ('Netiquette') which shall include but not be limited to the following guidelines:

- Not to engage in any abuse of e-mail or spamming, including the posting or cross-posting of unsolicited articles with the same message (or substantially the same message) to an unacceptably high number of e-mail and newsgroup recipients where such messages are not specifically solicited;
- Not to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights or carries a criminal sanction;
- Not to post or transmit any message, data, image or programme which is illegal, offensive, threatening, abusive, harassing, harmful or hateful data, image or programme;
- Not to post or transmit any message, data, image or programme which violates the intellectual property rights of a the Provider and/or Owner;
- Not to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not the User intends damage;
- Not to gather e-mail addresses and/or names for commercial, political, charity or like purposes; and

- Not to violate the privacy of any person, which shall include but shall not be limited to, hacking.

In the event that the User should engage in any one or more of the above practices, which shall be determined in the Provider's reasonable discretion, then the Provider shall be entitled to terminate, without notice, the User's access to the Network.

Limitation of liability

The Website and all its Content, including any current or future offer of products or services, are provided on an 'as is' basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy and completeness of the Content. The Provider is merely a conduit for data and content transmitted over its Network and neither the Provider, affiliate and/or a subsidiary of the Provider, shall not be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if the Provider is expressly advised thereof.

Privacy

The Provider receives various types of information ('the Information') from Users who access the Website. The Provider makes every effort to protect any Information received by it. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Owners will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential information that you make to the Owners through the Internet, or that you expressly or implicitly authorize the Owners to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve Content thereon.

The User acknowledges and understands that the Provider may be required in law from time to time to monitor the Content and user traffic at the Website/Network and shall provide evidence of the same to authorized officials.

Copyright policy

All content included on this website, such as text, graphics, logos, button icons, images, audio clips, and software, is the property of IMPERIAL Logistics or its content suppliers and protected by South African and international copyright laws.

Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this website is the exclusive property of IMPERIAL Logistics and protected by South African and international copyright laws.

Without derogating from the above, IMPERIAL Logistics authorizes you to view, copy, download to a local drive, print and distribute the content of this web site, or parts thereof, provided that:

- Content is used for information purposes only;
- Content is used for non-commercial purposes.

You are expressly prohibited from incorporating any of the material from this web site in any other work, publication or web site of your own or belonging to another. Any reproduction of material from this web site or portion thereof must include this notice in its entirety.

Take down notification

The Provider encourages Users and other third parties to report any form of misconduct or abuse of website hosted

by the Provider. Upon receipt of written notification any misconduct or abuse the Provider shall take reasonable steps to either take down the offending website or address the issues raised in the notification.

Breach of terms and conditions

If the User breaches any of the terms and conditions, the Provider shall be entitled to exercise any of its rights that it may have in law.

Choice of law

This Website is controlled, operated and administered within the Republic of South Africa. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute.

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