

GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF ACCESS AND USE

A: Binding Nature of these Terms and Conditions

1. These terms and conditions govern access to and use of the eziNotify.co.za website and or application.
2. By accessing and using the website and or application you are automatically bound and you agree to be bound by the terms and conditions set out herein.
3. If you do not wish to be bound by these terms and conditions, you may not access, display, use, download and/or otherwise copy or distribute the contents obtained at the website and or application.
4. In these terms and conditions the following words or phrases have the following meaning:
 - i. "you and your" means the user of the website and or application
 - ii. "the content" means the content of this website and or application which includes but is not limited to information, media, data, literary works, musical works, artistic works, sound recordings, published editions and computer programmes contained, posted or prescribed on this website and or application.
 - iii. "the or this website and or application" means the eziNotify website and or application located at the domain name eziNotify.co.za;
5. You hereby warrant that you have the required legal capacity to enter into and be bound by the terms and conditions set out herein.
6. If you are unsure whether you have the required legal capacity, or you are under the age of eighteen years of age, you must discontinue use of the website and or application until you are certain you have such legal capacity.
7. eziNotify reserves the right to change, modify, add to or remove portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted on this website and or application.
8. It is your obligation to periodically check these terms and conditions at the website and or application for changes or updates. Your continued use of this website and or application following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these terms and conditions, including such changes or updates.

B: Copyright and Intellectual Property Rights

1. The content comprises proprietary works and the compilation of the proprietary works and is copyright to eziNotify, or the third party owner of such rights, and is protected by South African and international copyright laws.

2. eziNotify reserves the right to make any changes to the website and or application, the content and/or any services offered through the website and or application at any time and without notice.
3. All rights in and to the content are reserved and retained by eziNotify or the third party owner of such rights.
4. Except as specified in these terms and conditions, you are not granted a licence or any other right including without limitation a right in respect of copyright, trademark, patent or other intellectual property rights in or to the content.

C: Limited Licence for Access

1. eziNotify grants to you, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for personal, non-commercial and information purposes only, provided all copyright, trademark or other similar notices contained in the original materials are retained on the copies.
2. This website and or application and the content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of eziNotify.
3. The licence does not allow you to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this website and or application or the content for the benefit of any third party whatsoever.
4. You may not frame nor use framing technologies to enclose the eziNotify website and or application or the content nor any part thereof without the express written consent of eziNotify.
5. eziNotify reserves the right to refuse access and remove or edit the content in its sole discretion.
6. Any unauthorised use terminates the licence as set out in this Section.

D: Limited Licence for Use

1. eziNotify allows and processes the registration of certain authorised representatives of its clients at the website and or application. If you believe that you are entitled to registration, please contact eziNotify Support Services (support@eziNotify.co.za).
2. Subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right is granted to a client representative to access, display, use, download and otherwise copy the current and future content for the purposes agreed to by the client and eziNotify in their written agreements, including, but not limited to, the eziNotify Service Agreement.
3. This website and or application and the content may only be reproduced, duplicated, copied, visited or otherwise exploited for the specific purposes set out in these written agreements.

4. The licence does not allow the client representative to collect service listings, descriptions or other information displayed here and does not allow any derivative use of this website and or application or the Content for the benefit of any third party.
5. The client representative may not frame nor use framing technologies to enclose the eziNotify website and or application or the content nor any part thereof without the express written consent of eziNotify.
6. eziNotify reserves the right in its sole discretion to refuse service, terminate accounts, remove or edit content or cancel requests in its sole discretion.
7. Any unauthorised use terminates the licence as set out in this clause D.

E: Limitation of Liability

1. The website and or application and the content on the website and or application, including any current or future offer of services, are provided on an 'as is' basis and may include inaccuracies or typographical errors.
2. eziNotify does not guarantee, represent or warrant that the website and or application will be uninterrupted, without delay, error-free, omission free or free of viruses.
3. eziNotify expressly disclaims all implied warranties, including, but not limited to, merchantability, title, fitness for a particular purpose, accuracy, non-infringement, compatibility and security.

F: Privacy, Access To and Use of Information

1. eziNotify receives various types of information from you and others accessing the website and or application. eziNotify takes every reasonable effort to protect any information received by it. Despite such efforts, it is possible for internet-based communications to be intercepted. The internet is not necessarily a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
2. eziNotify will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to eziNotify through the internet, or that you expressly or implicitly authorise eziNotify to make, or for any errors or any changes made to any transmitted information.
3. eziNotify is committed to the responsible use of personal information collected on this website and or application and your right to privacy. The type of information we collect from you and the use to which we put it is set out hereunder and depends on the purpose of your visit and the information you provide.

4. Casual Surfing. You may visit the website and or application without providing any personal information. The website and or application servers will, in such instances, collect the IP address of your computer, but not the e-mail address or any other distinguishing information. This information is collected to measure the number of visits, average time spent at the website and or application, pages viewed and the like. eziNotify uses this information to determine use of the website and or application and to improve the content. eziNotify assumes no obligation to protect this information and may aggregate, copy, distribute or otherwise use such information without limitation. If you post unsolicited information to the eziNotify website and or application, you grant eziNotify 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.

5. Information You Post to This Website and or application:

i. You grant eziNotify the right to use the name that you submit in connection with such information.

ii. You warrant that:

a. you own or otherwise control all of the rights to the information that you post;

b. the information supplied to eziNotify is accurate;

c. you do not violate these terms and conditions and do not infringe the rights of any person or entity;

d. you indemnify eziNotify for all claims resulting from the receipt by eziNotify of the information you supply to it.

6. Solicited Information You Give to eziNotify

i. eziNotify requires certain information to process requests if you require or use any of eziNotify's services. eziNotify receives and stores all information you enter on the website and or application or give to eziNotify in any other way.

ii. You may choose not to provide certain information, but that may limit the eziNotify services that you obtain or use.

iii. eziNotify, in certain instances, provides its services in conjunction with certain third parties. In this regard and unless specifically restricted by you from the licence below, you grant to eziNotify and such third parties, 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. eziNotify reserves the right but not the obligation to monitor and edit or remove any information, where posted to public pages. eziNotify takes no responsibility and assumes no liability for any information posted by you or any third party.

8. Promotional Information. eziNotify aspires to provide first class service to its clients, which necessitate eziNotify providing information to you regarding various aspects of the eziNotify services. In each instance, you are provided an opportunity to opt-out of such information circulars.

9. Legal Obligation To Disclose. When eziNotify is required by law to disclose any information provided by you, it has the legal obligation to do so and will do so.

10. Surveys: eziNotify may periodically conduct on-line surveys to facilitate the updating of services and service levels. When it conducts a survey, eziNotify will inform you how the information gathered will be used and will provide you with the opportunity to opt-out from such surveys.

11. Cookies: eziNotify uses cookies on the website and or application. Cookies are small text files placed on your computer when you first visit the site. Most browsers now recognise when a cookie is offered and permit you to refuse or accept it. If you are not sure whether your browser has this capability, you should check with the software manufacturer, your company's technology help desk or your Internet service provider.

G: Links

1. Third party links are provided as a convenience to you. eziNotify does not control and is not responsible for any of these sites or their content.

2. eziNotify specifically prohibits:

- i. hyperlinks that disguise the URL and bypass the homepage;
- ii. framing, in-line links or metatags;
- iii. the unauthorised use of the eziNotify logo, images or any trademarks owned by eziNotify.

H: General

1. This website and or application is controlled, operated and administered by eziNotify from its offices as set out on the website and or application within the Republic of South Africa. eziNotify makes no representation that the content is appropriate or available for use in other locations or countries. Access to the website and or application from territories or countries where the content is illegal, is prohibited.

2. You may not use this website and or application in violation of South African export laws and regulations.

3. If you access this website and or application from locations outside of South Africa, you are responsible for compliance with all local laws.

4. These terms and conditions shall be governed by the laws of the Republic of South Africa and you consent to the jurisdiction of the relevant High Court located in Gauteng in the event of any dispute.

5. If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions and the remainder of these terms and conditions shall continue in full force and effect.

6. These terms and conditions constitute the entire agreement between eziNotify and you with regard to the use of the content and this website and or application.

I: Password and Security

1. When you register with us, you will provide us with true, accurate, current and complete information

2. You will maintain and promptly update such information to keep it true, accurate, current and complete

3. You will not use the eziNotify Online Service for or in connection with any prohibited purpose

4. You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and passwords that may be given to you or selected by you for use on our Website and or application. You may not share these with or transfer them to any third parties

5. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our Website and or application that comes to your attention

J: Pricing (*Applicable for Company Admin*)

1. Pricing are subject to change without notice.

2. We will provide the Service on a pre-paid basis.

3. In order to have continued access to the Service you must make, and we must receive, payment of your Fees in advance on or before the Monthly Due Date.

4. If we do not receive payment of your Fees as contemplated above, we may suspend your access to the Service.

5. If your access to the Service is suspended, we will not reactivate your access to the Service until we have received payment of your Fees and the Reactivation Fee.

6. We may from time to time amend the fees payable in respect of access to the Service. We will notify you of such an amendment as soon as practicable prior to implementing it, so that if you wish to terminate the Agreement you may do so. We may alter the Payment Instruction to correspond with any change in your Fees.

7. We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of fees and other amounts payable by you in respect of the Service. None of these Payment System Providers is our employee, subcontractor, agent, intermediary or representative, or otherwise controlled by us.