



WEBSITE TERMS AND CONDITIONS

1. CONDITIONS OF USE

- 1.1. This website and any use thereof shall be governed by and subject to these terms and conditions, as shall any and all purchases made on this site by Users.
- 1.2. Spectrum Valuation Services (Pty) Ltd reserves the right to amend these terms and conditions at any and all times, without prior notice. It is your responsibility to ensure that you are familiar with any such changes.
- 1.3. These Terms and Conditions are supplementary to our Standard Terms and Conditions of Trade a copy of which is available on request.

2. GENERAL INFORMATION

The following information is disclosed in accordance with the stipulations of section 43 of the Electronic Communications and Transactions Act, 25 of 2002:

- 2.1. Full name and legal status: Spectrum Valuation Services (Pty) Ltd
- 2.2. Physical address: Clearwater Office Park, Building 3, Ground Floor, Corner Christiaan de Wet Road and Millennium Boulevard, Strubens Valley
- 2.3. Telephone number: 0861 000 066
- 2.4. Website address: <http://www.specval.co.za>.
- 2.5. E-mail address: info@specval.co.za
- 2.6. Registration number: 2008/009560/07
- 2.7. Names of office bearers: Blane, Russell James ;O'Connell, Patrick Liam; Way, Imelda; Wright, Eric Bertram
- 2.8. Place of registration: Republic of South Africa.
- 2.9. Physical address where we will receive legal service of documents: same as 2.2 above.
- 2.10. We are not members of, nor do we subscribe to any self-regulatory or accreditation bodies.
- 2.11. We do not subscribe to any code of conduct.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The entire content of this website and any advertising done by Spectrum Valuation Services is protected by © copyright 2011, which is owned by Spectrum Valuation Services.
- 3.2. Users may only download or print information from this website for personal and non-commercial use.
- 3.3. No individual, company or organisation may publish any collection of any parts of this work, of whatsoever nature, without the prior written permission of Spectrum Valuation Services.
- 3.4. Any unauthorised reproduction of this work will constitute copyright infringement and render the offender liable in terms of the applicable civil and criminal law.
- 3.5. All content on this site (including but not limited to software, databases, text, graphics, logos, icons, designs, colours layout and trademarks) are the intellectual property of Spectrum Valuation Services and are therefore protected by local and international Intellectual Property Laws.
- 3.6. The copyright in and to the products of the suppliers which are displayed on this website belong to their respective owners and are reproduced with their permission.

4. SECURITY

- 4.1. It is a criminal offence to gain unauthorised access to any restricted areas of this website or to interfere with the proper functioning thereof, in any manner.
- 4.2. You may not access this website using any automated process or technology, including but not limited to web spiders, crawlers or similar technologies. This does not apply to bona fide public search engines.
- 4.3. No person whether natural or juristic, may frame this website in any way whatsoever.
- 4.4. No person whether natural or juristic may link to any page on this website without obtaining the prior written consent of Spectrum Valuation Services.
- 4.5. Any hyperlinks to external sites, appearing on this site are provided as is. Spectrum Valuation Services does not necessarily agree with, edit or sponsor the content on such web pages.
- 4.6. We do not store any payment related information on our website as payments are done through an external third party payment gateway as per clause 8 below.

5. PROTECTION OF PERSONAL INFORMATION

- 5.1. Personal information shall have the meaning ascribed to it in terms of the Promotion of Access to Information Act 2 of 2000.
- 5.2. Certain personal information will be collected by Spectrum Valuation Services from Users. This will be achieved by using cookies or through voluntary submission of the User.
- 5.3. Spectrum Valuation Services will not disclose the Users' personal information to any third party without obtaining the Users' prior consent, unless we are obliged to disclose such information in terms of any law or legal process.

- 5.4. Spectrum Valuation Services reserves the right to use the personal information of its' Users for statistical and research purposes.

6. MARKETING

- 6.1. Spectrum Valuation Services does not support unsolicited e-mailing.
- 6.2. When registering on the site, Users will be requested to advise whether they wish to be included on our mailing list, whereby Users will receive certain marketing information from Spectrum Valuation Services via e-mail. Users are in no way obliged to consent thereto.
- 6.3. The aforesaid marketing information may contain information on special offers, promotions and news.
- 6.4. Should a User no longer wish to be included on our mailing list, they are entitled to indicate same in a return e-mail at any time and the Users name will be removed accordingly.

7. ELECTRONIC MAILING

- 7.1. When a User visits this site or sends e-mails to Spectrum Valuation Services, that User consents to receiving communications from us electronically and agrees that all agreements, notices, disclosures and other communications sent by Spectrum Valuation Services in electronic format shall satisfy any legal requirements, including but not limited, to the requirement that such communications should be "in writing".
- 7.2. Any information sent in electronic format by Spectrum Valuation Services will contain and is subject to the following disclaimer:

"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any use (including publication, re-transmission or copying) of this information by persons or entities other than the intended recipient is prohibited. If you are not the intended recipient of this transmission, please contact the sender and delete the material from any computer."

- 7.3. Whilst we will endeavour to ensure that we do not transmit viruses via electronic mail, Spectrum Valuation Services provides no warranty or guarantee that its' electronic communications will be virus free and will therefore accept no liability for damage or loss that Users may suffer as a result of any electronic communications sent by us that may contain viruses.

8. PROPER LAW

This agreement shall be deemed to have been entered into in the Republic of South Africa and the construction, validity and performance and interpretation hereof shall be governed by the laws of the Republic of South Africa.

9. DISPUTES

- 9.1. The User consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that the claim by Spectrum Valuation Services may exceed the normal monetary jurisdiction of the Magistrate's Court. Spectrum Valuation Services shall, however, at its discretion, be entitled to proceed against the User in any other Court of competent jurisdiction.
- 9.2. Should Spectrum Valuation Services take legal action against the User, the User agrees to pay all costs on the scale as between attorney and own client, including collection commission and tracing charges.

10. DISCLAIMER

- 10.1. This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the Users' individual requirements. It is the sole responsibility of the User to satisfy itself prior to entering into this agreement that the service available from and through this website will meet the Users' individual requirements and will be compatible with the Users' hardware and/or software.
- 10.2. Spectrum Valuation Services will endeavour to provide accurate, up to date and truthful information on this website. Neither Spectrum Valuation Services nor any of its directors, employees, agents or associates make any representations or give any warranties (express or implied), as to the operation of this site and/or the information, content, materials or products included or available on this site and are therefore not liable for any loss or damage, (direct or indirect and howsoever caused) that may be incurred by Users as a result of their reliance on this website.
- 10.3. Whilst the utmost care has been taken in the compilation of this site and its contents, neither the authors, editors, publishers or system administrators take any responsibility for any loss or damage suffered by any person as a result of their reliance on any of the information herein contained.
- 10.4. Spectrum Valuation Services does not accept any liability for any criminal, illegal or defamatory material that may appear on any websites which are hyperlinked on this site, as it does not filter the external sites or screen the content thereof in any way.

11. SEVERABILITY

If any clause or term of this agreement should be invalid, unenforceable or illegal then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

12. DOMICILIUM CITANDI ET EXECUTANDI

Spectrum Valuation Services nominates Clearwater Office Park, Building 3, Ground Floor, Corner Christiaan de Wet Rd and Millenium Boulevard, Strubens Valley, as its' domicilium citandi et executandi for all purposes under this agreement whether in respect of court process, notice or other documents or communications of whatsoever nature.

13. DURATION

These terms and conditions shall commence as soon as the User accesses this website and shall endure indefinitely thereafter, unless cancelled by Spectrum Valuation Services.

14. RELAXATION AND WAIVER

No relaxation or indulgence granted by Spectrum Valuation Services at any time, shall be deemed to be a waiver of any of its' rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against Spectrum Valuation Services.