

Holdsport Website Terms and Conditions

1. General

- 1.1 These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the Holdsport ("the Provider") website located at the domain name www.Holdsport.co.za ("the Website").
- 1.2 The term 'Holdsport', or 'us', 'our', or 'we' refers to the owner of the website, Holdsport Limited. Our registered address is 1 Canterbury Street, Cape Town, South Africa. Our company registration number is 2006/022562/07. The term 'you' refers to the user or viewer of our website.
- 1.3 If you continue to access, browse and use this website the User agrees to comply with, and be bound by, the following terms and conditions of use, which together with our privacy policy govern Holdsport's relationship with you in relation to this website.
- 1.4 By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.
- 1.5 Please also visit our Privacy Policy governing the use of our website at <http://www.Holdsport.co.za>

2. Privacy

- 2.1 The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.
- 2.2 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 Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

3. Copyright and Intellectual Property Rights

- 3.1 The Provider provides certain information on the Website. Content currently or anticipated to be displayed at this Website is provided by the Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs, as well as the design, layout, look, appearance and graphics of the website ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 3.2 The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.
- 3.3 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.
- 3.4 All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- 3.5 The Provider reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. You may not create a link to this website from another website or document without Holdsport's prior written consent.

4. Limitation of liability

- 4.1 The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors.
- 4.2 Neither we nor any third parties provide any warranty or guarantee as to the availability, accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

- 4.3 Neither Provider nor any holding company, affiliate or subsidiary of the Provider, shall 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 Provider is expressly advised thereof.
- 4.4 It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 4.5 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s), which shall be governed by their respective terms and conditions.

5. Governing Law & Jurisdiction

- 5.1 This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited.
- 5.2 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.
- 5.3 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 Cape Town High Court in the event of any dispute.
- 5.4 Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- 5.5 Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that Holdsport suffers any damage or loss.
- 5.6 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. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

6. Updating of these Terms and Conditions

- 6.1 The Provider reserves the rights to change, modify, add or remove from 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 to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.
- 6.2 These terms and conditions shall continue indefinitely, as amended by Holdsport from time to time, for so long as the Website exists and is operational, Holdsport being entitled to terminate these terms and conditions and/or shut down the Website at any time.

7. Contacting Us

- 7.1 If there are any questions regarding this privacy policy you may contact us using the information below.

Website: <http://www.Holdsport.co.za/>

Postal address: P.O. Box 2721
Cape Town
Western Cape
8000
South Africa

E-mail: info@holdsport.co.za

Toll free: 0800 003 051 (Office Hours)

7.2 If you believe that any information on this site is incorrect or incomplete, please write to or email us on info@holdsport.co.za as soon as possible, at the above address. We will promptly correct any information found to be incorrect.