



## TERMS & CONDITIONS

Please note that when accessing the GAP Management website, herein after referred to as "the website" and, or, "this website", you agree to the following terms and conditions:

### 01. Definitions:

"Terms & Conditions" and, or, "this document" refer to "[www.gapmanagement.co.za/Terms And Conditions](http://www.gapmanagement.co.za/Terms And Conditions)".

"This website" and, or "the website" refer to [www.gapmanagement.co.za](http://www.gapmanagement.co.za) and the immediate content thereof.

"You" and, or, "your" refer to the legal entity currently reading this document.

"Website content" and, or, "website contents" refer to this website in its entirety inclusive of, but not limited to, business intelligence, controls, data, documentation, graphics, interfaces, logic and processing.

"Working days" refer calendar days for the period Monday to Friday in any particular week exclusive of public holidays in accordance with South African legislation.

### 02. Legislation:

This website is hosted and managed in the Republic of South Africa and thus South African law and jurisdiction govern the use this website, or any other matter related to this website.

These Terms & Conditions will be interpreted and used in conjunction with the laws of the Republic of South Africa, and your continued use of GAP Management reflects your approval and compliance to the jurisdiction of South African courts. The latter will be true regarding all applications, transactions and proceedings as well as the misuse or any violation of these Terms and Conditions.



The Terms & Conditions constitutes the whole of the agreement between you and GAP Management with regard to the subject matter thereof. There are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which you are relying in concluding this agreement.

### 03. Copyright:

The entire website content is protected by national and international copyright laws whereby all rights inclusive of, but not limited to, concept- and copy rights are reserved by GAP Management.

All logos reflected by the website related to customers are the property of the respective customer.

The website content may not be utilised for any actions and, or, activities prohibited by law. Such activities include, but are not limited to the defacement, deformation, disassembly, distribution, reproduction, storage and transfer of the website components.

### 04. General:

The contents of this website are provided "as is" and "as available". No warranty of any kind, either express or implied, is made in relation to the availability, accuracy, reliability or content of these pages.

GAP Management shall not be liable for any direct, indirect, incidental or consequential damages arising out of the use of or inability to use this website, even if GAP Management has been advised of the possibility of such damages.

Any breach of the Terms & Conditions shall result in GAP Management prosecuting purporting parties to the fullest extent permitted by law.



#### 05. Security:

GAP Management endeavours to ensure the secure and reliable operation of this website and shall take any steps it deems necessary to preserve the aforementioned.

The violation of this website's security is strictly prohibited. Such violations are inclusive of, but not limited to: accessing data not intended for such user or logging into a server or account which the user is not authorized to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, "flooding", "spamming", "mail bombing" or "crashing"; sending unsolicited email, including promotions and/or advertising of products or services; forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; altering or removing any published website components; using any device, software or routine to interfere, or attempt to interfere, with the proper working of this website or any activity being conducted on this website.

#### 06. Privacy:

GAP Management adheres to the principles for collecting personal information via this website as outlined in chapter 8 of the Electronic Communications and Transactions Act, Number 25 of 2002.

All information submitted to GAP Management via this website shall become, and remain, the property of GAP Management.

GAP Management has put in place appropriate procedures to safeguard and secure the information collect via this website, but is not in any manner liable in the event that the privacy and security procedures are breached in any manner.

Your use of this website authorises GAP Management to disclose information related to you and, or, your activities within the restraint of this website and thus collected via this website to GAP Management's customers to your benefit or else as determined by law.

#### 07. Maintenance:

GAP Management reserves the right to modify this website, inclusive of, but not limited to the Terms & Conditions, or deny access thereto at any time.

Amendments to Terms & Conditions will be posted at this URL and will be in effect immediately upon publishing.



You are kindly requested to leave the web site at once should the above not be acceptable to you.

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