

Terms and Conditions

These terms and conditions outline the rules and regulations for the use of SACCTN Marketing cc's Website, located at <https://www.vserve.co.za>.

The Website is operated by SACCTN Marketing cc and We offer the Website, including all information, tools and services available from this site to You, conditioned upon Your acceptance of all terms, conditions, policies and notices stated here.

By visiting Our Website and / or making use of the Service, You agree to be bound by the following Terms and Conditions ("Terms and Conditions", "Terms"), including those additional Terms and Conditions and policies referenced herein and/or available by hyper-link. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using Our Website. By accessing or using any part of the site, You agree to be bound by these Terms and Conditions. If You do not agree to all the Terms and Conditions of this agreement, then You may not access the Website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current Website shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to Our Website. It is Your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of Our Terms and Conditions and other policies:

- You means the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to SACCTN Marketing cc (Vserve.co.za), 27 Dely Cres, Ashburton, 3213.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

- Account means a unique account created for You to access Our Service or parts of Our Service.
- Website refers to Vserve.co.za, accessible from <https://www.vserve.co.za>.
- Country refers to: South Africa
- Listing means any item (accommodation, business, event, classified, news, resort rating or the like) posted onto the Website by public users or the Company with the intent of advertising that item through the Service.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- Third-party Social Media Service refers to any website or any social network website through which a User can log in or create an account to use the Service.
- Personal Data is any information that relates to Your Personal Data in an identified or identifiable individual.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

General Terms

By agreeing to these Terms and Conditions, You represent that You are at least the legal age of consent in Your state or province of residence, or that You are the legal age of consent in Your state or province of residence You have given Us Your consent to allow any of Your minor dependants to use this site. The Service is not intended for individuals under the legal age of consent in Your state or province of residence

You may not use the Service for any illegal or unauthorized purpose nor may You, in the use of the Service, violate any laws in Your or Our jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of Your Services.

General Conditions

We reserve the right to refuse the Service to anyone for any reason at any time.

You understand that Your Personal Data, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. We strive to use commercially acceptable means to protect Your Personal Data via encryption during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the Service is provided, without express written permission by Us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at Your own risk.

The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for Your reference only. We reserve the right to modify the contents of the Website at any time, but We have no obligation to update any information on Our site. You agree that it is Your responsibility to monitor changes to the Website.

Modifications to the Service and Prices

Prices for Our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to You or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Accuracy of Billing and Account Information

We reserve the right to refuse any order You place with Us. In the event that We make a change to or cancel an order, We may attempt to notify You by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in Our sole judgement, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the Website. You agree to promptly update Your account and other information, including Your email address so that We can complete Your transactions and contact You as needed.

Optional Tools

We may provide You with access to third-party tools over which We neither monitor nor have any control nor input.

You acknowledge and agree that We provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to Your use of optional third-party tools.

Any use by You of optional tools offered through the site is entirely at Your own risk and discretion and You should ensure that You are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

Third-Party Links and Content

Certain content, products and services available via the Service may include materials from third-parties.

Third-party links on this site may direct You to third-party websites that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other content, materials, products, or services of third-parties found through the Service.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party. Please review carefully the third-party's policies and practices and make sure You understand them before You engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Feedback and Other Submissions

If, at Our request, You send certain specific submissions (for example contest entries) or without a request from Us You send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), You agree that We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that You provide to Us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that We determine in Our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that Your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that Your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other Malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than Yourself, or otherwise mislead Us or third-parties as to the origin of any comments. You are solely responsible for any comments You make and their accuracy. We take no responsibility and assume no liability for any comments posted by You or any third-party.

Personal Data

Your submission of Personal Data through the Website is governed by Our Privacy Policy at <https://www.vserve.co.za/privacy-policy.pdf>.

Cookies

We employ the use of cookies. By accessing the Service, You agreed to use cookies as per Our Privacy Policy at <https://www.vserve.co.za/privacy-policy.pdf>.

Most interactive websites use cookies to let Us retrieve the user's details for each visit. Cookies are used by the Website to enable the functionality of certain areas to make it easier for people visiting Website. Some of Our affiliate/advertising partners may also use cookies.

Errors, inaccuracies and Omissions

Occasionally there may be information on the Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to descriptions, pricing, promotions, offers etc.. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related Website is inaccurate at any time without prior notice (including after You have submitted Your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms and Conditions, You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate Our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate Your use of the Service or any related website for violating any of the prohibited uses.

Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that Your use of the Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time We may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to You.

You expressly agree that Your use of, or inability to use, the Service is at Your sole risk. The Service and all products and services delivered to You through the Service are (except as expressly stated by Us) provided “as is” and “as available” for Your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall SACCTN Marketing cc, Our directors, officers, employees, Affiliates, agents, contractors, interns, suppliers, Service Providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from Your use of any of the Service or any products procured using the Service, or for any other claim related in any way to Your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless SACCTN Marketing cc and Our parent, subsidiaries, Affiliates, partners, officers, directors, agents, contractors, licensors, Service Providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of Your breach of these Terms and Conditions or the documents they incorporate by reference, or Your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either You or Us. You may terminate these Terms and Conditions at any time by notifying Us that You no longer wish to use Our Services, or when You cease using the Service.

If in Our sole judgement You fail, or We suspect that You have failed, to comply with any term or provision of these Terms and Conditions, We also may terminate this agreement at any time without notice and You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny You access to the Service (or any part thereof).

Entire Agreement

The failure of Us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by Us on the Website or in respect to the Service constitutes the entire agreement and understanding between You and Us and governs Your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between You and Us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Governing Law

These Terms and Conditions and any separate agreements whereby We provide You Services shall be governed by and construed in accordance with the laws of 27 Dely Cres, Ashburton, ZN, 3213, South Africa.

Changes to Terms and Conditions

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at Our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to the Website. It is Your responsibility to check Our Website periodically for changes. Your continued use of or access to Our Website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Contact Us

For more information about Our privacy practices, if You have questions, or if You would like to make a complaint, please contact Us by e-mail at updates@vserve.co.za.