

TERMS & CONDITIONS Bidfreight Port Operations

- You must carefully familiarise yourself with the terms and conditions set out in this agreement before using our website. In addition to setting out the terms of use of our website, this document contains important information in regard to security and data and privacy protection. Although we regard these conditions as normal and appropriate for the purposes of our online presence, they do include terms which exclude and/or limit our liability and which place certain obligations on you.
- By visiting our website, you irrevocably agree to be bound by these terms and conditions. This is a legally binding agreement.
- If you do not agree with the terms and conditions contained in this agreement you should immediately discontinue using our website

GENERAL

1. For the purposes of this agreement all references to "us", "we" and "our" will mean Bidfreight Port Operations and all references to "you" or "your" will mean you as the individual reading these terms and conditions
2. We agree to provide you access to our website in accordance with these terms and conditions.
3. You agree to use our website in a manner consistent with these terms and conditions.
4. You accept that our website is provided on an "as is, as available" basis and that all information displayed on our website is subject to change. Under no circumstances will we be liable to you if our website is unavailable or not fully functional at any time.
5. Your access to and use of our website may be terminated immediately if you use, or attempt to use, our website for any illegal and/or immoral purposes.
6. These terms and conditions contain the entire understanding between us with respect to this website and no representation, statement, inducement oral or written, other than those contained herein shall bind either of us unless specifically agreed to, in writing, between us.
7. You agree not to impersonate another person in the use of this website or in the sending of any e-mail to any address listed on our website.
8. Should any part of these terms and conditions be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of these terms and conditions had been eliminated.
9. The laws of South Africa shall govern as to the interpretation, validity and effect of this agreement and your use of our website notwithstanding any conflict of law provisions or your domicile, residence or physical location. You hereby consent and submit to the jurisdiction of the courts of South Africa in any action or proceeding instituted under or related to this agreement.

USING OUR WEBSITE

10. Our website is to be used by you strictly for browsing and learning more about our business, products and services i.e. as an online brochure. You are not permitted to commercially profit by "on-selling" our online services in any manner whatsoever and may not use the website for any purpose that is unlawful or prohibited by these terms and conditions
11. Either we or our licensors own the intellectual property and all rights attached thereto for the contents of, and technology used to create and display, this website including the copyright in all information displayed on our website and the arrangement of the contents of this website. Intellectual property shall be given the widest possible meaning in interpreting this clause and shall include copyrights; trademark and trade name rights; domain name rights; trade secret rights and patents, designs and algorithms of whatever nature however known around the world including logos, distinctive marks and any other unique identifiable feature whether arising by operation of law, contract, licence, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force.
12. You are granted a non-exclusive limited licence to view information upon our website and to use (display or print) short extracts of the information displayed on the website for your own non-commercial use only, provided the information is not modified by you and you shall be fully responsible for any consequences resulting from such use. Any other use of the information is prohibited. None of the information contained on this website may be reproduced, republished or re-disseminated or copied, transmitted or distributed in any manner or form without our prior written consent. We will take appropriate legal action to enforce our rights.

SECURITY

13. We make every effort to maintain the highest standards of security and, where applicable, will employ the latest SSL encryption standards in our personal interactions with you upon our web site. Our Internet servers are also housed in a most secure environment. However, because of all the variables involved in Internet security, we will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information which you may make to us through the Internet.
14. Due to all the variables involved in Internet security, we will not be responsible for any damages which you or any third party may suffer as a result of the transmission of confidential information which you may make to us or our agents through the Internet. We do, however, reiterate our commitment to maintaining the highest possible prevailing Internet security standards.

15. Whilst every effort is made to ensure that all information provided on our website does not contain computer viruses, you should take responsible and appropriate precautions to scan for computer viruses and should ensure that you have a complete and current backup of all important items of information contained on your computer system. You should pay specific attention to some of the viruses that have been written to execute automatically when an infected word-processing document is loaded into certain word-processing programs.

DATA COLLECTION AND PRIVACY ISSUES

16. We will for internal market research and technical purposes collect and process data obtained from and/or about you in the course of your accessing our website. This information collection may include: Placing "cookies" on your computer which are very small digital files containing basic data which, amongst other things, identify you to us and obviate the need for you to enter certain information every time you visit our website.
17. We consider any information provided to us by you as confidential and will never share your information with third parties, outside of our company and its group, without your permission. We will, however, divulge your personal data to third parties, without notice to you, where compelled to do so by law or by a court or other judicial body of competent authority.
18. In accordance with the then prevailing South African data protection legislation (currently the Promotion of Access to Information Act No. 2 of 2000), information, if any, on what data is held about you can be obtained by contacting us. Furthermore, in accordance with the then prevailing South African data protection legislation, we reserve the right to charge a fee for providing any of the information that we hold on you.

HYPERLINKS

19. Our website may contain links to other websites. These links are provided as references to help you identify and locate other Internet websites that may be of interest. These other websites may have been independently developed by parties other than us and/or they may be under the control of parties other than us and we do not assume responsibility for the accuracy or appropriateness of the information contained in such websites. In providing links to other websites, we are in no way acting as a publisher or a disseminator of the material contained on those other websites, unless specifically stated to the contrary and do not seek to control the content of, or maintain any type of editorial control over such websites. A link to another website should not be construed to mean that we are affiliated or associated with, or are legally authorised to use any trademark, trade name, logo or copyrighted material that may be reflected in the link or a description of the link to such other websites. Furthermore the mention of any party or its product or service on this website should not be construed as an endorsement of that party or its product or service, unless specifically stated otherwise.

DISCLAIMERS/ LIMITATION OF LIABILITY

20. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE SHALL NOT BE LIABLE FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING WHICH YOU MAY SUFFER, INCLUDING WITHOUT LIMITATION AND DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY VIRUS, LOSS OF INCOME OR PROFIT, LOSS OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OUR WEBSITE OR ANY WEBSITE WITH WHICH IT IS LINKED.
21. The information and services included in or available on our website may include inaccuracies or typographical errors. We reserve the right to make improvements and / or changes to the website at any time and to withdraw access to the website at any time and for any reason.
22. We do not warrant that the website will be uninterrupted or error-free or that defects will be corrected.
23. The website is provided "as is" without warranty of any kind.
24. We reserve the right to amend or modify these terms and conditions at any time and for any reason.

INDEMNIFICATION

25. You agree to indemnify and hold us as well as our employees, harmless from any claim, demand or damage asserted by any third party due to or arising out of your use of or conduct on the website.

CONTACTING US

26. If you have any questions about these terms and conditions or the practices of this website you can e-mail marketing@bidports.co.za