



Website Terms and Conditions of Use

It is important to note that the use of THE PLATFORMS is subject to the terms and conditions of use set out below. By using THE PLATFORMS, you agree to observe all terms & conditions of use, including any privacy or other policies which may appear elsewhere on THE PLATFORMS. If you do not agree with any term of these Terms and Conditions, you must cease your access of THE PLATFORMS immediately.

1. Definitions and Interpretation

- 1.1 "Platforms" means **X-nam Holdings (Pty) Ltd's** website at URL <https://www.xnamholdings.com/> (including subdomains) or such other URL as **X-nam Intelligent Consultancy, X-nam Construction, X-nam Designing, X-nam Landscaping & Irrigation, X-nam Signs & Graphics and X-nam Photography** may choose from time to time as well as all of **X-nam Holdings (Pty) Ltd's** websites, mobile sites, mobile applications, emails or any other technology or service you use to access **X-nam Holdings (Pty) Ltd's** services.
- 1.2 "You" or the "user" means any person who accesses the Platforms for any purpose.

2. Use Subject to these Terms and Conditions

- 2.1 Your use of and access to the Platforms is at all times governed by the terms of these terms and conditions, and by accessing the Platforms you agree to adhere to the provisions thereof. Your agreement to these terms and conditions will be deemed to have been given on the date when you first accessed the Platforms.
- 2.2 If you do not agree to these terms and conditions, you must cease your access of the Platforms immediately.
- 2.3 These terms and conditions include **X-nam Holdings (Pty) Ltd's** Privacy Policy, which is included herein by reference.
- 2.4 Please note that, due to legal and other developments, **X-nam Holdings (Pty) Ltd** may be required to amend these terms and conditions from time to time without notice. It is your duty to remain appraised of the current version of these terms and conditions. Please refer to the last revision date at the top of this document. Continued use of the Website subsequent to any amendments having been affected constitutes your acceptance of the terms and conditions as amended.

3. Content

- 3.1 All information viewed or accessed from the Platforms are provided "as is" without any warranty, whether express or implied unless this is specifically imposed by law.
- 3.2 All material included in the Website is intended for information purposes only and does not represent legal advice. You are hereby placed under notice that you should take appropriate steps to verify such information.
- 3.3 You should not act or refrain from acting on the information contained in the Platforms without first verifying the information and as necessary obtaining legal and/or professional advice.
- 3.4 The contents of the Website should under no circumstances be seen as a quotation or invitation to do business.
- 3.5 Any use of or reliance on the Platforms, the contents of the Platforms or the information provided through the Platforms will be at your sole risk. **X-nam Holdings (Pty) Ltd** makes no representations or warranties whatsoever as to the accuracy of the information contained in the Platforms.
- 3.6 **X-nam Holdings (Pty) Ltd** does not warrant that the Platforms or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by **X-nam Holdings (Pty) Ltd** will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will

be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of the Platforms.

4. Third Party Sites

- 4.1 The Website contains hyperlinks to websites owned and / or operated by third parties. **X-nam Holdings (Pty) Ltd** is not responsible for the content of such websites and does not endorse or approve the contents thereof.
- 4.2 **X-nam Holdings (Pty) Ltd** consequently does not accept any liability in connection with any third-party websites that may be linked to the Platforms (regardless of whether or not a link has been permitted by **X-nam Holdings (Pty) Ltd** and is not responsible for the content of any website that is linked to the Platforms. The fact that a website is linked to the Platforms does not imply that **X-nam Holdings (Pty) Ltd** sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website.

5. Intellectual Property

- 5.1 Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in the Platforms is owned by **X-nam Holdings (Pty) Ltd**, which asserts and reserves all of its rights in this regard. Access to or use of the Platforms will not in any way result in an assignment or license of any intellectual property owned by **X-nam Holdings (Pty) Ltd** or any other party.
- 5.2 The contents of the Platforms may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of **X-nam Holdings (Pty) Ltd**. However, **X-nam Holdings (Pty) Ltd** permits you to display the content of the Platforms on your computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available to you on the Platforms provided that:
 - 5.2.1 you do not modify the content of this material;
 - 5.2.2 **X-nam Holdings (Pty) Ltd** Website is the acknowledged source including the reference <https://www.xnamholdings.com/>; and
 - 5.2.3 this permission may be revoked at any time by **X-nam Holdings (Pty) Ltd**.
- 5.3 No other use of the Platforms is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of the Platforms, include the content of the Platforms in or with any product that you create or distribute, or copy the content of the Platforms onto your own or another's website, unless as set out in these terms and conditions.

6. Linking, Framing and Crawling

- 6.1 The express permission in writing of **X-nam Holdings (Pty) Ltd** is required before any hyperlink other than to the Home Page of the Platforms is created. Permission, if granted, will be subject to the condition that the party linking to the Platforms alerts users to the application of these terms and conditions. Requests for permission can be emailed to ben@xnamholdings.com with the following subject Line (Linking, Framing and Crawling)
- 6.2 Permission to link to the Platforms is given without assumption of any liability. **X-nam Holdings (Pty) Ltd** reserves the right to withdraw permission granted to link to the Platforms at any time and for any reason.
- 6.3 The express permission in writing of **X-nam Holdings (Pty) Ltd**, which may be subject to conditions, is required before the Platforms, any of its pages and/or any of the information contained on the Website is framed. Requests for permission can be emailed to ben@xnamholdings.com.
- 6.4 Apart from bona-fide search engine operators and use of the search facility provided on the Website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without the prior written consent of **X-nam Holdings (Pty) Ltd**.

7. Security

- 7.1 **X-nam Holdings (Pty) Ltd** will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to the Platforms or attempts to gain unauthorized access to any page on the Platforms.

- 7.2 While X-nam Holdings (Pty) Ltd takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of the Platforms or by destructive data or code that is passed on to you through the use of the Platforms.
- 8. Personal Information**
- 8.1 Further information regarding the manner in which **X-nam Holdings (Pty) Ltd** respects the privacy of users' personal information is contained in the Privacy Policy.
- 9. Disclaimer and Indemnity**
- 9.1 **X-nam Holdings (Pty) Ltd** expressly disclaims all liability for any direct, indirect or consequential loss or damage occasioned from the use or inability to use the Platforms whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and **X-nam Holdings (Pty) Ltd** had been advised of the possibility of the same. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.
- 9.2 You agree to indemnify and hold harmless **X-nam Holdings (Pty) Ltd**, its servants, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of or access to the Platforms.
- 10. Jurisdiction**
- 10.1 These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and **X-nam Holdings (Pty) Ltd** both agree to submit any dispute arising out of the use of the Platforms to the exclusive jurisdiction of the courts of the Republic of South Africa.
- 11. General**
- 11.1 These terms and conditions contain the record of the entire agreement between users and **X-nam Holdings (Pty) Ltd** in respect of access to and use of the Website.
- 11.2 If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 11.3 **X-nam Holdings (Pty) Ltd's** omission to exercise any right under these terms and conditions will not constitute a waiver of any such right unless expressly accepted by **X-nam Holdings (Pty) Ltd** in writing.
- 11.4 Notwithstanding the fact that hyperlinks in these terms and conditions to certain documents should be deemed part of these terms and conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.

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