

Website terms & conditions for www.mbsiliconsystems.co.za

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Introduction

- 1. Welcome to the MB Silicon Systems (Pty) Ltd website www.MBSiliconSystems.co.za ("the website"). The purpose of the website is to provide information about MB Silicon Systems (Pty) Ltd.
- 2. By accessing and using the website, you, the user, agree to be bound by the terms and conditions that are set out in this notice. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.

Your use of the website

3. You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including but not limited to: the commission of a criminal offence; to gain unauthorised access to other computer systems; or for the transmission of unlawful material.

General disclaimer

4. You agree to access and use this site entirely at your own risk. Please read the Exclusion of Liability clause in this notice.

Choice of law

5. This website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute.

Accuracy of information

6. While every effort is made to ensure that the information provided on the website is current and accurate, you should not assume that the information on the website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website.

Your privacy

7. We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can continually assess the popularity of the site and improve it for our visitors, we collect information on the number of visits to the site, pages viewed, etc.

Copyright and use of material

8. MB Silicon Systems (Pty) Ltd retains copyright in the website and all current and future content displayed on the website which is not owned by third parties.

In terms of a limited licence, granted for general use, MB Silicon Systems (Pty) Ltd grants you, the user, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of the website for your personal, non-commercial and informational purposes only.

In addition, the website owner grants the user permission to copy and distribute information from the website for non-commercial purposes, provided that: (i) this information has not been sourced from third parties; (ii) the user notifies the webmaster of such use; and (iii) MB Silicon Systems (Pty) Ltd is acknowledged as the source by reference to the website address.

The website and its content may not be reproduced, duplicated, copied, resold or otherwise exploited for any commercial purpose without the express prior written consent of MB Silicon Systems (Pty) Ltd.

Your comments

9. We value comments received from visitors to our site. However, you agree not to transmit any material that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene. You remain liable to any third party for your comments, and the MB Silicon Systems (Pty) Ltd is not liable to any third party regarding the content of your comments.

Links and linking

External links

10. This website provides links to other websites. The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external link is

done so at your own risk. Third party advertising and promotional material may be displayed on the site from time to time, and the display of such material should not be construed as MB Silicon Systems (Pty) Ltd endorsing or creating any relationship between MB Silicon Systems (Pty) Ltd and that third party. Reliance on any such promotional or advertising material is entirely at your own risk.

Linking

11. Any third party wishing to link to the website from their website must obtain permission from MB Silicon Systems (Pty) Ltd by directing such request to the <u>webmaster</u>, and permission may be granted on terms and conditions agreed.

Exclusion of liability

- 12. It is a term and condition of the use of this site that you expressly agree that the use of the site is entirely at your own risk. The website and all content on the website is provided on an "as is" basis, and MB Silicon Systems (Pty) Ltd makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents on the website. MB Silicon Systems (Pty) Ltd does not warrant that the functions provided by the site will be uninterrupted or error-free, or that the site or the server is free from viruses or other harmful components.
- 13. MB Silicon Systems (Pty) Ltd, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by you the user, which arises directly or indirectly upon reliance of the website and/or its content.
- 14. MB Silicon Systems (Pty) Ltd, its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where MB Silicon Systems (Pty) Ltd is expressly advised thereof.
- 15. You will indemnify MB Silicon Systems (Pty) Ltd, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

Contact details for any purposes related to these terms and conditions

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