

## **1. Introduction**

- 1.1 These terms and conditions shall govern your use of GWK website.
- 1.2 By using GWK's website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use GWK website.
- 1.3 If you [register with GWK website, submit any material to GWK website or use any of GWK website services], we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use GWK's website; by using GWK's website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 GWK website uses cookies; by using GWK's website or agreeing to these terms and conditions, you consent to GWK's use of cookies in accordance with the terms of GWK's privacy and cookies policy.

## **2. Credit**

- 2.1 This document was created using boilers from SEQ

## **3. Copyright notice**

- 3.1 Copyright (c) [year(s) of first publication] [full name].
- 3.2 Subject to the express provisions of these terms and conditions:
  - (a) GWK, together with GWK licensors, own and control all the copyright and other intellectual property rights in GWK website and the material on GWK website; and
  - (b) all the copyright and other intellectual property rights in GWK website and the material on GWK website are reserved.

## **4. License to use website**

- 4.1 You may:
  - (a) view pages from GWK website in a web browser;
  - (b) download pages from GWK website for caching in a web browser;
  - (c) print pages from GWK website;
  - (d) [stream audio and video files from GWK website]; and
  - (e) [use [GWK website services] by means of a web browser],subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from GWK website or save any such material to your computer.
- 4.3 You may only use GWK website for business purposes, and you must not use GWK website for any other purposes.

- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on GWK website.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from GWK website (including republication on another website);
  - (b) sell, rent or sub-license material from GWK website;
  - (c) show any material from GWK website in public;
  - (d) exploit material from GWK website for a commercial purpose; or
  - (e) redistribute material from GWK website.
- 4.7 We reserve the right to restrict access to areas of GWK website, or indeed GWK whole website, at GWK discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on GWK website.

## **5. Acceptable use**

5.1 You must not:

- (a) use GWK website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
  - (b) use GWK website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) use GWK website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (d) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to GWK website without GWK express written consent];
  - (e) [access or otherwise interact with GWK website using any robot, spider or other automated means [except for the purpose of [search engine indexing]]];
  - (f) [violate the directives set out in the robots.txt file for GWK website]; or
  - (g) [use data collected from GWK website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].
- 5.2 You must not use data collected from GWK website to contact individuals, companies or other persons or entities.
- 5.3 You must ensure that all the information you supply to us through GWK website, or in relation to GWK website, is true, accurate, current, complete and non-misleading.

## **6. Registration and accounts**

- 6.1 To be eligible for an **account** on GWK website under this Section 6, you must be resident or situated in the **South Africa**.
- 6.2 You may register for an account with GWK website by **[completing and submitting the account registration form on GWK website, and clicking on the verification link in the email that the website will send to you]**.
- 6.3 You must not allow any other person to use your account to access the website.
- 6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5 You must not use any other person's account to access the website [unless you have that person's express permission to do so].

## **7. User login details**

- 7.1 If you register for an account with GWK website, **[we will provide you with] OR [you will be asked to choose] [a user ID and password]**.
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on GWK website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **8. Cancellation and suspension of account**

- 8.1 We may:
- (a) [suspend your account];
  - (b) [cancel your account]; and/or
  - (c) [edit your account details],
- at any time in GWK sole discretion without notice or explanation.
- 8.2 You may cancel your account on GWK website [using your account control panel on the website].

## **9. GWK content: license**

- 9.1 In these terms and conditions, "your content" means **[all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files)]** that you submit to GWK or GWK website for storage or publication on, processing by, or transmission via, GWK website].
- 9.2 You grant to GWK a [worldwide, irrevocable, non-exclusive, royalty-free license] to [use, reproduce, store, adapt, publish, translate and distribute your content in

any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].

**9.3 You grant to GWK the right to sub-license the rights licensed under Section 9.2.**

**9.4 You grant to GWK the right to bring an action for infringement of the rights licensed under Section 9.2.**

9.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

9.6 You may edit your content to the extent permitted using the editing functionality made available on GWK website.

9.7 Without prejudice to GWK other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **10. Your content: rules**

10.1 You warrant and represent that your content will comply with these terms and conditions.

10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

10.3 Your content, and the use of your content by GWK in accordance with these terms and conditions, must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;

- (k) be in breach of any contractual obligation owed to any person;
- (l) [depict violence [in an explicit, graphic or gratuitous manner]];
- (m) [be pornographic [lewd, suggestive or sexually explicit]];
- (n) [be untrue, false, inaccurate or misleading];
- (o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];
- (p) [constitute spam];
- (q) [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or
- (r) [cause annoyance, inconvenience or needless anxiety to any person].

*[Additional list items]*

## **11. Limited warranties**

11.1 GWK do not warrant or represent:

- (a) the completeness or accuracy of the information published on GWK website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

11.2 GWK reserve the right to discontinue or alter any or all of GWK website services, and to stop publishing GWK website, at any time in GWK sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, GWK website and the use of GWK website.

## **12. Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and

- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 12.3 To the extent that GWK website and the information and services on GWK website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 12.4 GWK will not be liable to you in respect of any losses arising out of any event or events beyond GWK reasonable control.
- 12.5 GWK will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 12.6 GWK will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.7 GWK will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.8 You accept that we have an interest in limiting the personal liability of GWK officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against GWK officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of GWK officers and employees).

### **13. Breaches of these terms and conditions**

- 13.1 Without prejudice to GWK other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
  - (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to GWK website;
  - (c) permanently prohibit you from accessing GWK website;
  - (d) [block computers using your IP address from accessing GWK website];
  - (e) [contact any or all of your internet service providers and request that they block your access to GWK website];
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) [suspend or delete your account on GWK website].
- 13.2 Where we suspend or prohibit or block your access to GWK website or a part of GWK website, you must not take any action to circumvent such suspension or prohibition or blocking [(including without limitation [creating and/or using a different account]]).

## **14. Variation**

- 14.1 GWK may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of GWK website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 14.3 If you have given your express agreement to these terms and conditions, GWK will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as GWK may specify, GWK will disable or delete your account on the website, and you must stop using the website.

## **15. Assignment**

- 15.1 You hereby agree that GWK may assign, transfer, sub-contract or otherwise deal with GWK rights and/or obligations under these terms and conditions.
- 15.2 You may not without GWK prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **16. Severability**

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **17. Third party rights**

- 17.1 A contract under these terms and conditions is for GWK benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **18. Entire agreement**

- 18.1 Subject to Section 12.1, these terms and conditions [together with **GWK privacy and cookies policy**] shall constitute the entire agreement between you and GWK in relation to your use of GWK website and shall supersede all previous agreements between you and GWK in relation to your use of GWK website.

## **19. Law and jurisdiction**

- 19.1 These terms and conditions shall be governed by and construed in accordance with South African applicable laws.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the **exclusive** jurisdiction of the courts of South Africa.

## 20. Statutory and regulatory disclosures

- 20.1 GWK is registered in [*Agriculture-related supporting services*]; you can find the online version of the register at *Companies and Intellectual Property Commission (CIPC)*, and GWK registration number is [*1997/022252/06*].
- 20.2 GWK is subject to *Corporate Governance*, which is supervised by *Companies Act 71 of 2008 and King VI*.
- 20.3 GWK is registered as a *Financial Service Provider* with *Financial Services Board (FSB)* in *South Africa* and is subject to its *rules/codes*, which can be found at [*https://www.fsb.co.za/*].
- 20.4 GWK is registered as *Credit Provider* with *National Credit Regulator (NCR)* in *South Africa* and is subject to the *National Credit Act 34 of 2005*.
- 20.5 GWK subscribe to *codes of the Consumer Goods and Services Ombud (CGSO)* in line with the *Consumer Protection Act 68 of 2008*, which can be consulted electronically at [*http://www.cgso.org.za/*].
- 20.6 GWK VAT number is *9833688717*.

## 21. GWK details

- 21.1 This website [*www.gwk.co.za*] is owned and operated by *GWK*.
- 21.2 GWK is registered in *South Africa* under registration number [*1997/022252/06*], and GWK registered office is at *De Villiers Street, Douglas 8730, Northern Cape*.
- 21.3 GWK principal place of business is at *De Villiers Street, Douglas 8730, Northern Cape*.
- 21.4 You can contact us:
- (a) [*by post, using the postal address [given above]*];
  - (b) [*using GWK website contact form*];
  - (c) [*by telephone, on [the contact number published on GWK website from time to time]*]; or
  - (d) [*by email, using [the email address published on GWK website from time to time]*].