

Website Terms of Use



ESCROW EUROPE

January 2022 | Version 1.1

1. Introduction

These are the general terms of the relationship between

- **you** – the website visitor
- and **us** – Escrow Europe (Pty) Ltd, Registration Number 2003/021564/07, also known as Escrow Europe, the website owner.

They cover any use of the website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

2. Definitions and interpretation

2.1. *Definitions.* In the agreement:

business day means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organized;

business hours means our normal business hours on business days;

calendar day means a day counted from midnight to midnight and includes all days of the month, including Saturdays, Sundays, and public holidays;

privacy policy means our privacy notice available at: <https://www.escroweurope.co.za/wp-content/uploads/2022/06/Escrow-Europe-Privacy-Policy-January-2022.pdf>

terms means the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website);

we, us, or our means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability;

website means <https://www.escroweurope.co.za>;

you or your means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor;

2.2. *Interpretation.* If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website or have been specifically agreed between you and us.

3. Use of this website

3.1. *User conduct.* You are responsible for your conduct on the website and when you are using our customer portal. We do not tolerate bullying, hate speech, any form of violence and any inappropriate material on our website. You must exercise the same degree of care when you are posting comments in any of the forums.

- 3.2. **Licence.** We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.
- 3.3. **Breach.** If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.
- 3.4. **Framing and linking.** You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.
- 3.5. **Virtual agents.** You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.
- 3.6. **Delivery.** You gain access to our services when you log into our website. We do not physically deliver any of our services or products.

4. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from your parent (or legal guardian) to do so.

5. Data and privacy

- 5.1. **Your data.** We respect your privacy and take the protection of personal information very seriously. Our privacy policy describes how we collect, store use and protect information that can be associated with you or another specific natural or juristic person and can be used to identify you or that person.
- 5.2. **Responsibility.** We take the protection of your data very seriously and will always do everything in our power to protect it. However, we are not responsible for any of your data stored on the online services, you provide it to us at your own risk, and you indemnify us against any liability for it to the extent allowed by applicable law, including liability for information security, unauthorised access, and third party claims.
- 5.3. **Indemnity.** You agree to indemnify, defend, and hold us harmless (and those related to us and our personnel, co-branders or other partners) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to you failing to comply with your obligations under this clause. If permissible under applicable law, legal costs will be on an attorney and own client basis.
- 5.4. **Access.** On a party's reasonable written request, the other party will provide the requesting party with the information that it has regarding your data and its processing that is necessary to enable the requesting party to comply with its obligations under this clause and the applicable laws. The requesting party will reimburse the other party for its reasonable charges for its assistance.
- 5.5. **Preservation of integrity of your data.** Both of the parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of your data and prevent any unauthorised access, corruption or loss of your data.
- 5.6. **Records.** You agree that our records are prima facie evidence of the services supplied to you.

6. Accurate information

You promise that you will only give accurate information to us and this website.

7. Intellectual property

- 7.1. **Ownership.** Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third party licensor and we or they may prosecute you

for any violations of those rights. All moral rights are reserved.

7.2. Our technology. Our technology is anything that we have or acquire right in and may use to perform our obligations under this agreement.

7.3. Trademarks. Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

7.4. Restrictions. Except as expressly permitted under the agreement, the website may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

8. Limits to our liability

8.1. Own risk. We provide the website “**as is**”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

8.2. Indemnity. You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your use of this website.

8.3. Faults. We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

8.4. Direct damages limited. We are not liable for any direct damages, to the extent that applicable law allows. Where we are liable in terms of applicable law, we will only be liable up to an amount equal to R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

8.5. Indirect damages. We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

8.6. Other websites. We are not responsible for anyone else’s website.

9. General

9.1. Resolving disputes. Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails.

9.2. Beyond human control. Neither party is responsible for breach of this agreement caused by circumstances beyond human control, but the other party may cancel this agreement on written notice to the other if the circumstances persist for more than 60 calendar days.

9.3. Entire agreement. The terms are the entire agreement between the parties on the subject.

9.4. Changes to website. We may change or stop publishing this website without notice and will not be responsible for any consequences.

9.5. Changes to terms. We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

9.6. Facts about website. If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.

- 9.7. **Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 9.8. **Severability.** Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 9.9. Domicilium citandi et executandi. South Africa is our country of domicile and the address for all documentation is Escrow House, 5a Pastorie Park, Corner Lourens and Reitz Streets, Somerset West, 7130
- 9.10. **Governing law.** The law of whichever country we have our offices in when we enter into this agreement governs this agreement, such as South Africa.
- 9.11. **Jurisdiction.** You consent to the jurisdiction of the lowest possible court for civil disputes in the region in which we were legally registered when we accepted this agreement in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.