

Terms and Conditions of use Applicable to Visitors to and Members of BizJam

1. Definitions

The following words shall have the meanings defined below unless the context indicates otherwise.

- a. "Agreement" shall mean the agreement between Us and You incorporating these terms and conditions for the provision of the Service;
- e. "Visitor" shall mean any person who uses the Service but is not a Member as defined herein;
- f. "Member" shall mean any person who uses the Website after submitting a registration form to Us on the Website;
- g. "Service" shall mean the service provided by Us to You including, but not limited to, Us allowing You to browse the Website, contact and/or be contacted by other Members and Our marketing partners;
- h. "We, Us, Our" shall mean the Youth Entrepreneurship Campaign 2010, operating under the auspices of the Umsobomvu Youth Fund, association registered under Section 21 of Umsobomvu House 11 Broadwalk Avenue Off Church Street Halfway House 1685.
- i. "Website" shall mean www.ybiz.org.za (or such other URL that We may use to provide the Service from time to time);
- j. "You, Your, Yourself" shall mean the Member or Visitor.

2. Eligibility

- a. By using the Service You warrant and represent to Us that You are over 18 years old.

3. Contract

- a. If You are registering to use the website, you agree to be bound by these terms and conditions for the provision of the Service. If you are a Visitor your access to the Website constitutes your agreement to be bound by these terms and conditions.
- b. No charge shall be levied on Members or Visitors, unless explicitly agreed and consented to in terms of a specific transaction.
- c. Members are expected to provide sufficient information in their profiles to enable other Members to interact with them. The more information provided about oneself, the greater the benefit gained from the Service.

4. Member and User Obligations

- a. You shall not use the Service for any activity which breaches, infringes, violates and/or is contrary to any law, by-law, statute and/or regulation or code of conduct or any other parties' rights (including but not limited to intellectual property rights and/or privacy rights);
- b. You shall not use the Service to promote any illegal or inappropriate activity.
- c. We reserve the right to terminate the service to, and remove, without notice, a Member who fails to adhere to Our stated ethos and who in Our opinion is abusing and/or misusing the Service.
- d. Complaints about unsatisfactory behaviour on the Service can be reported to complaints@ybiz.org.za. These complaints must be specific and reasonable, and must disclose the name and address of the complainant.

5. **Functioning of the Service**

- a. We do not guarantee or warrant that the Service, or any element of the Service will meet Your requirements, purpose and/or expectations.
- b. We do not guarantee or warrant that any of the information provided in or via the Service is accurate or reliable. While we endeavour to ensure that it is accurate and up to date, you rely on it at your own risk.
- c. Due to the nature of the internet, We do not provide any warranty or guarantee in respect of the Service, results, availability, and/or uninterrupted use of the Service except that We will use Our reasonable endeavours to rectify serious faults as soon as practical though not within any particular timescale.
- d. We reserve the right to suspend the Service without notice for repair, maintenance or other technical reasons.
- e. The views expressed by Members on the website are their own and we do not necessarily agree with the views expressed by any member of the community.

6. **Links to other Websites**

- a. The Website may contain links to other Websites. Please be aware that We are not responsible for the privacy practices of other sites that You choose to visit. We encourage you to investigate and ask questions before disclosing your personal information to third parties.

7. **Notification of Changes**

- a. We reserve the right to vary this Agreement at any time. If so, the updated version will be posted on the terms and conditions page of the Website. You will bound by the updated version if You continue to use the Service thereafter.

8. **Limitations of Liability**

- a. We shall have no liability for any defect in the Service caused or contributed to by You.
- b. We shall have no liability to You arising out of Your use of the Service and/or Your reliance on any information on the Service.
- c. We shall have no liability to You for any:-
 - (i) consequential, special or indirect losses;
 - (ii) economic and/or other similar losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings); or
 - (iii) damage to or loss of goodwill, reputation or data.

- d. You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer.

9. **Indemnity**

- a. You agree to indemnify Us and keep Us indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by You and arising from and/or relating to Your use of the Service, information and/or other material posted on or via the Service by You and/or arising from or due to any breach of contract, any delictual act and/or omission and/or any breach of statutory duty by You.

10. **General**

- a. We may assign all or part of Our rights or duties under this Agreement; You may not do so without Our prior written consent.
- b. This Agreement is governed by and interpreted in accordance with South African law and the parties agree to submit to the exclusive jurisdiction of the magistrate's court.
- c. We have a Privacy Policy, which is accessible on the website.
- e. We will make available the opportunity for Members to take part in blogs. Please limit yourself to constructive subjects and comments. We shall have the right to intervene where any blog activity is considered to be unwanted by Us and/or the community

f. We will regularly run polls, asking members for frank views and opinions on a number of matters. Members are encouraged to contribute to these.

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