



Website Terms of Use

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Website Terms of Use

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1. Conditions of access

1.1 The use of the Moteko web site ("this site") is subject to the terms and conditions of use as set out below. It is important that the user reads and understands the terms of use applicable to the Moteko web site.

2. Acceptance

2.1 These terms and conditions of use become effective when the user accesses this site for the first time and constitute a binding agreement between Moteko Construction Cost Consultants And Project Managers cc, Registration number 2003/061502/23 or its co-subsiaries or affiliates, as the case may be ("Moteko") and the user.

3. Information on this site

3.1 All information on this site is only intended to provide the user with general information about Moteko, Moteko's products and Moteko's services.

3.2 All information regarding the product and services including information in respect of the terms and conditions or any other matters, is subject to change without notice.

4. Third Party Information

4.1 Moteko may use the services of other third party organisations to provide information on this site. Moteko has no control over the third party information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. Moteko will not be directly or indirectly liable for any damages that may arise from the user's reliance on it.

5. Amendments to these conditions

5.1 Moteko may amend these conditions from time to time without notification to the user. By accessing this site the users are bound to the version of the terms and conditions published at the time of any visit to this site. The user agrees to view the current version each time that this site is visited.

5.2 The current version of these conditions will govern the respective rights and obligations of Moteko and the user each time the user access this site.



6. Linked third party sites

6.1 This site may contain certain images and links to other third party websites ("linked sites") with information and material produced by other parties. The linked sites are not under the control of Moteko and Moteko is not responsible for the content of any linked site, including without limitation any linked contained in a linked site, or any changes or updates to a linked site.

6.2 Moteko is not responsible for webcasting or any other form of transmission from linked sites nor is Moteko responsible if the linked site is not working appropriately.

6.3 Moteko is providing these links to you only as a convenience, and the inclusion of any links does not imply endorsement by Moteko of the site, their business or security practices or any association with its operators.

7. Moteko's Commitment to Customer Privacy

7.1 Moteko Construction Cost Consultants And Project Managers cc, Registration number 2003/061502/23 ("Moteko"), is committed to maintaining the privacy and security of its web visitor's personal and private information ("user information") submitted to Moteko via the www.moteko.com website ("the/this website"). This privacy and security policy ("this policy") outlines Moteko's practices and commitment to the customer in this regard.

8. Hyperlinks, deep linking, crawlers and metatags

8.1 If any third party wants to establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site, Moteko's prior written consent is required. An application for linking must be submitted to webmaster@moteko.co.za

8.2 Moteko's consent may be withheld or granted, subject to conditions specified by Moteko.

8.3 Breach of these conditions entitles Moteko to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.



9. Intellectual Property Rights

9.1 This site contains copyright and other intellectual property including logos and other graphics and multimedia works belonging to Moteko.

9.2 The user is authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:

9.3 The material is used for considering use of the online services and for no other commercial purposes.

9.4 Any reproduction of our proprietary material from this site or portion of it, must include Moteko's copyright notice in its entirety.

9.5 The logos and trademarks shown on this site are Moteko's registered and unregistered trademarks, or that of third parties.

9.6 Nothing on this site should be construed as granting any licence or right to use any trademark without Moteko's prior written permission and/or that of third parties, as the case may be. The user may not, without Moteko's prior written consent, use Moteko's intellectual property or that of third parties for any purposes whatsoever.

10. Sending of information

10.1 Information transmitted through an unsecured link over the Internet, including e-mail, is subject to potential unlawful access or monitoring.

10.2 The user accepts that Moteko cannot be held liable for any loss, or damage suffered by the user as a result of unlawful activities by unscrupulous persons, as Moteko cannot prevent such behaviour.

11. Warranties and representations

11.1 All the information appearing on this site is provided without a representation or warranty whatsoever, whether expressed or implied, and Moteko disclaims any liability to the user in this regard

11.2 Moteko makes no representations or warranties regarding the accuracy, functionality, fitness for purpose or non-infringement in connection with this site and disclaims all liability in this regard

11.3 Moteko does not warrant that the site or online services will be error-free



12. Disclaimer and limitation of liability

12.1 Use of this site and the online services is entirely at the user's own risk. The user assumes full responsibility for the risk or loss resulting from the use of this site and the user's reliance on information contained on it.

12.2 In no event will Moteko be liable for any damages, whether direct, indirect, special, incidental, or consequential whatsoever relating to the user's use of this site or the online services or the information contained on this site or the user's inability to use this site or the online services, whether such damages arose out of contract, or delict or otherwise and regardless of whether Moteko was expressly advised of the possibility of such loss or damage.

12.3 Without derogating from the generality of the above, and to the extent legally permitted, Moteko will not be liable for:

12.4 Any interruption, malfunction, downtime, off-line situation or other failure of the site or online services, Moteko's system, databases or any of its components, beyond Moteko's reasonable control;

12.5 Any loss or damage with regard to the users data or other data directly or indirectly caused by malfunction of Moteko's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on Moteko's system or third party systems; programming defects;

12.6 Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which we have no direct control.

13. Capacity to enter into agreements

13.1 The user hereby warrants to Moteko that the user has the required legal capacity to enter into and be bound by these terms and conditions.

13.2 Minors must be assisted by their legal guardians when reading these terms and conditions.

14. User's Liability to Moteko

14.1 The user shall be liable to Moteko for any liabilities, losses or expenses incurred by Moteko as a result of any breach by the user of these terms and conditions.



15. Termination, suspension and limitation

15.1 Moteko may:

15.1.1 Set limits or conditions on the right to certain services, features or functions on this site.

15.1.2 Restrict access to parts of or all of the services on the site; and

15.1.3 Modify, suspend or discontinue this site, whether temporarily or permanently, without notice.

16. Applicable law and jurisdiction

16.1 The terms and conditions pertaining to any products or services appearing on this site or pages shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the products or services offered on this site or pages will constitute the users consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this site or such products or services.

17. General provisions

17.1 The headings of the clauses in the conditions is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

17.2 Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used.

17.3 No failure or delay by Moteko to exercise any of Moteko rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part these terms and conditions or prejudice our right to take subsequent action against the user.

17.4 If any of these terms and conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law.