

## Terms and Conditions

These terms and conditions are the contract between you and Mac Insights (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by these terms and conditions.

You are: Anyone who uses, or accesses, Our Website.

Please read this agreement carefully. If you do not agree with it, you should leave Our Website immediately.

### These are the agreed terms:

## 1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your presence on Our Website. It may include, among other things: text, images, sounds, videos and animations.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us, and will include any social media pages linked to Our Website including but not limited to Facebook and LinkedIn.
"Post"	means place on or into Our Website, or the Social Media pages associated with Our Website, any Content or material of any sort by any means.
“Services”	means all of the services available from Our Website.
“User”	means any person who enters or access Our Website, even if only on the home page.

## 2. How we handle your data

- 2.1. We take user privacy seriously. Our privacy policy complies fully with the current privacy law and can be located at <https://macinsights.co.za/wp-content/uploads/2024/09/Mac-Insights-Website-privacy-policy.pdf>

### 3. Security of Our Website

You now agree that you will not, and will not allow any other person to:

- 3.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it;
- 3.2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
- 3.3. download any part of Our Website, without our express written consent;
- 3.4. collect or use any product listings, descriptions, or prices;
- 3.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 3.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement, with our written consent or as is reasonably necessary for your use of the Services.

Mac Insights reserves the right to investigate complaints, suspicions or reported violations of our Term and Conditions and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to the applicable authorities, regulators or third parties and disclosing and information necessary to appropriate such persons or entities.

### 4. Intellectual Property

The Content on Our Website is for your personal use only and not for commercial exploitation.

The Website consists of content that is derived entirely or in part from content sourced by and provided to **Mac Insights**. The said content is protected under applicable South African Copyright and Trade Mark Laws, International Trade Marks and Copyright Laws and conventions.

The user is strictly prohibited from creating works that are based on the content found on this site. The prohibition applies regardless of whether the content is sold, negotiated or given away and/or further alienated in any manner whatsoever.

The user, with the inclusion of but not the limitation of, may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disable, display, or distribute or in any way exploit any of the content, except in so far that the user may download or print one copy of the content on any single computer for the user's personal, non-commercial use only. Provided that all propriety

notices and restrictions attached to the content are kept intact unless expressly permitted by the site, or unless prior written consent from Mac Insights has been obtained.

You agree that at all times you will:

- 4.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership/ license of it.
- 4.2. notify us of any suspected infringement of the Intellectual Property;
- 4.3. not use the Intellectual Property except directly as intended by this agreement.

## **5. Disclaimers and limitation of liability**

- 5.1. Our Website includes Content sourced from third parties. If you come across any Content which offends against this agreement, please contact us via the “Contact us” page on Our Website.
- 5.2. You are advised that Content may include technical inaccuracies or typographical errors. We accept no liability in this respect.
- 5.3. Our Website contains links and/ or hyper-links to other websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.
- 5.4. The Mac Insights Website and Mac Insights services are provided “as is”. We make no representation or warranty that the Service will be:
  - 5.4.1 useful to you;
  - 5.4.2 of satisfactory quality;
  - 5.4.3 fit for a particular purpose; and
  - 5.4.4 available or accessible, without interruption, or without error.
- 5.5. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 5.6. We accept no responsibility for:
  - 5.6.1 third party advertisements which are posted on Our Website or through the Services;
  - 5.6.2 the conduct, whether online or offline, of any user of Our Website or the Services; and

- 5.6.3 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services.
- 5.7. We shall not be liable to you for any loss or expense which is:
  - 5.7.1 indirect or consequential loss; or
  - 5.7.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 5.8. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us.

## **6. You indemnify us**

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 6.1. your failure to comply with the law of any country;
- 6.2. your breach of this agreement;
- 6.3. a contractual claim arising from your use of the Services
- 6.4. a breach of the intellectual property rights of any person.

## **7. Miscellaneous matters**

- 7.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 7.2. If you are in breach of any term of this agreement, we may:
  - 7.2.1 refuse access to Our Website;
  - 7.2.2 issue a claim in any court.
- 7.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

- 7.4. Any communication to be served on either party by the other shall be delivered by e-mail. It shall be deemed to have been delivered to the address from which the receiving party has last sent e-mail within 24 hours if no notice of non-receipt has been received by the sender.
- 7.5. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 7.6. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 7.7. In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 7.8. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of South Africa and you agree that any dispute arising from it shall be litigated only in the Republic of South Africa.

## **8. Changes and amendments:**

- 8.1. We expressly reserve our right, in our sole and absolute discretion, to do any of the following, at any time without prior notice:
  - 8.1.1 change these terms and conditions;
  - 8.1.2 change the content and/or services available from Our Website;
  - 8.1.3 discontinue any aspect of Our Website or service(s) available from Our Website; and/or
  - 8.1.4 change the software and hardware required to access and use Our Website.

## **9. Applicable and governing law:**

The Website is hosted, controlled and operated by the Republic of South Africa and therefore the South African law, and the South African courts, governs the use or inability to use the Website, its content, services and these terms and conditions.