

## **DISCLAIMER:**

### **1. HOW THESE TERMS APPLY TO YOU**

1.1. The basic services offered by this website "Seanteq Communications" are provided to you free of charge: on an "as is" and "as available" basis. Seanteq Communications uses its best efforts to maintain the quality of its services, but you should not assume that Seanteq Communications is error-free or that it will be suitable for the particular purpose which you have in mind when using it.

### **2. CONTENT AND DISCLAIMERS**

2.1 Seanteq Communications links you to sites and information located worldwide throughout the Internet. Because Seanteq Communications has no control over such sites and information, Seanteq Communications offers no guarantee for such sites and information with regard to the accuracy, currency, content, or quality of any such sites and information.

2.2 Seanteq Communications shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by you as a result of the User accessing this website, utilising any service offered on this website or relying on any information contained on this website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:

2.2.1 errors or discrepancies in the information provided

2.2.2 any unauthorised access of this website by third parties

2.2.3 any breakdown or failure of any equipment or medium of access to this website

2.2.4 any failure or unavailability of Seanteq Communications or any third parties' facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website

2.2.5 the destruction or accessing of the User's data or equipment

2.2.6 any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website

2.3 You hereby indemnify Seanteq Communications against any demand, claim or action against Seanteq Communications relating to or in connection with your use or accessing of this website whether directly or indirectly for any reason whatsoever.

2.4 Seanteq Communications reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.

2.5 Unless expressly stated to the contrary, Seanteq Communications owns the intellectual property rights in and to this website and the unauthorised use hereof is expressly prohibited.

2.6 You are entirely responsible for all content that you access, upload, post, email or otherwise transmit via BervServ. We are not liable for loss of any content you transmit and you should keep a backup copy of all such content.

### **3. EVOLUTION AND THE NEED FOR FLEXIBILITY**

3.1 The Internet in general is rapidly evolving and Seanteq Communications is new and in constant development. Seanteq Communications reserves the right to withdraw, update or change these Terms or our Privacy Policy at any time. We will notify you of changes to these Terms or the Privacy Policy by sending you an e-mail to your registered e-mail address. If you do continue to use Seanteq Communications after a change to the Terms or the Privacy Policy and given notice to you in any of this way, you shall be deemed to have agreed to the relevant variation.

3.2 Over time Seanteq Communications intends to expand the services that you are offered. When a new service is introduced Seanteq Communications may impose special terms and conditions on the use of that service. We will make you aware of these terms and conditions before you use the service and if you accept them or use the relevant service they will form part of these Terms.

3.3 Seanteq Communications may set maximum limits for (i) the numbers or sizes of email messages, postings or other uploaded content stored or sent, (ii) amounts of disk space allocated or used on your behalf, and (iii) number and durations of occasions when you access Awesome Africa. These limits may vary over time without notice to you.

### **4. ACCESS TO Seanteq Communications AND REGISTRATION**

4.1 As Seanteq Communications evolves certain services may require a minimum equipment or bandwidth specification. We will try to inform you of these requirements but it is your responsibility to ensure that you have the right equipment or bandwidth for these services at the time of access. We are not liable for any failure to use Seanteq Communications caused by your failure to do so.

4.2 Some parts of Seanteq Communications may be accessible only to users who subscribe or pay a "per-use" charge. These sections will be clearly marked.

4.3 On registration you must provide accurate and complete information as prompted by the registration form or any other request made by Seanteq Communications "User Data". If you do not complete the mandatory information fields (marked with an asterisk) your registration will be rejected.

4.4 If any User Data changes you must change, maintain and promptly update the User Data to keep it accurate and complete. If you do not or if Seanteq Communications has reasonable grounds to suspect

that any User Data is inaccurate or incomplete Seanteq Communications may suspend or terminate your account and access to the services.

4.5 You may unsubscribe from Seanteq Communications at any time by contacting Seanteq Communications at [support@seanteq.co.za](mailto:support@seanteq.co.za)

5. **YOUR OBLIGATIONS**

5.1 You acknowledge that by using Seanteq Communications and accessing our third-party links you may be exposed to content that is of an adult nature or is offensive, indecent or objectionable. Seanteq Communications is not responsible for any such content and you must use your own discretion in whether or not you may suffer harm as a result of access to this content.

5.2 You must not use Seanteq Communications in any way (including to transmit any content) that is contrary to any applicable law or regulation or these Terms, or is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of privacy, hateful, or racially, ethnically or in any way otherwise objectionable.