

WEBSITE TERMS OF USE

SA Masters Hockey (SAMHA) operates this website to provide information about SAMHA and the products and services we provide.

When using this Site, you agree to each of the terms and conditions set forth herein. Additional terms and conditions applicable to specific areas of this Site govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement".

SAMHA reserves the right to modify or change this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is set forth below.

COPYRIGHT

All Content on this site is protected by South African and/or foreign copyright laws. SAMHA owns all the Content on this site unless expressly noted. SAMHA or other copyright owners (who have authorised their use on the Site) own the copyrights in the Content. Content may be downloaded and reprinted for non-commercial, non-public, or personal use only. Employees or members of any business or organisation may download and reprint Content only for non-commercial or educational purposes within your business or organisation, except as otherwise permitted by SAMHA, for example in certain password-restricted areas of the Site. Images or other Content on the Site may not be manipulated or altered in any way.

TRADEMARKS

Unless permitted by applicable law, you are prohibited from using any of the marks, logos or branding appearing in the Site without permission from the trademark owner.

USE OF SITE

You may use the information and images that you view or hear on this site to learn about the SAMHA Company, its products, services, trade references, and contact details. No right, title or interest in any Content is transferred to you as a result of downloading or copying. SAMHA reserves complete title and full intellectual property rights in all Content. Except as expressly authorised by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

SAMPLE TEMPLATES, METHODOLOGIES, PROCESSES AND PROCEDURES

On certain pages within the website SAMHA has included Sample Templates, Methodologies, Processes and Procedures, to demonstrate the capability of certain products, services or consulting offerings. You may download, reprint the samples for educational and non-commercial purposes. You may not use the sample Templates, Methodologies, Processes or Procedures for commercial purposes.

LINKS TO THIRD-PARTY WEB SITES

Links to third party web sites are provided solely as a convenience to you. If you use these links, you will leave this website. Such links do not constitute or imply a SAMHA endorsement or recommendation of the third party, its web site, or the information contained therein. If you use the links to the websites of affiliates or service providers, you will leave the SAMHA website, and will then

DOWNLOADING OF FILES

Files that you are able to download from the website cannot be guaranteed or warranted free of infection by software viruses or other malicious computer code.

SOFTWARE AND APPLICATIONS

Any application (App) or software available for download via the website is the copyrighted work of SAMHA and/or its licensors. The end user license agreement that is made available or is included with the App or software governs the use thereof. You indicate your acceptance of the terms of the end user license agreement if you download, install and/or use any such App or software.

DISCLAIMER OF WARRANTIES

SAMHA makes no express or implied warranties, representations or endorsements whatsoever with respect to the website or the content. SAMHA expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the site, the content, and any product or service furnished or to be furnished via the website. SAMHA does not warrant that the functions performed by the site will be uninterrupted, timely, secure or error-free, or that defects in the site or the service will be corrected. SAMHA does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. The site, the service and the content are provided on an "as is" and "as available" basis.

LIMITATION OF LIABILITY

In no event will SAMHA be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of:

(i) the use of or inability to use the site, the service, or the content;

(ii) any transaction conducted through or facilitated by the site;

(iii) any claim attributable to errors, omissions, or other inaccuracies in the site, the service and/or the content;

(iv) unauthorised access to or alteration of your transmissions or data, or;

(v) any other matter relating to the site, the service, or the content, even if SAMHA has been advised of the possibility of such damages. If you are dissatisfied with the site, the service, the content, or with the terms of use, your sole and exclusive remedy is to discontinue using the site.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless SAMHA and its affiliated companies, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the website, or the content, or any violation by you of this Agreement.

USER CONDUCT

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the website, render the website inaccessible to others or otherwise cause damage to the website or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the website in any manner that might interfere with the rights of third parties.

UNSOLICITED IDEA SUBMISSION POLICY

SAMHA or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products,

technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should SAMHA's business activities bear coincidental similarities with one or more of the unsolicited ideas offered to us.

USER SUPPLIED INFORMATION

SAMHA does not wish to receive any proprietary or confidential from you via the website. You agree that any material, information, or data you transmit to us or post to the website (each a "submission" or collectively "submissions") will be considered non-confidential and non-proprietary.

GENERAL PROVISIONS

(i) Correction of Errors and Inaccuracies.

SAMHA reserves the right to correct any inaccuracies, typographical errors or other errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. SAMHA does not guarantee that any errors, inaccuracies or omissions will be corrected.

(ii) Enforcement/ Choice of Law/ Choice of Forum.

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, SAMHA's Privacy Policy, your use of the website, any other SAMHA website or the content are governed by, and will be interpreted in accordance with, the laws of the Republic of South Africa.

SA Masters Hockey