



## TERMS AND CONDITIONS

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YOUR ATTENTION IS DRAWN TO THESE TERMS AND CONDITIONS AS THEY ARE IMPORTANT AND SHOULD BE CAREFULLY NOTED. USE OF THIS WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS AS WELL AS THE PRIVACY POLICY PUBLISHED ON THIS WEBSITE. BY CONTINUING TO USE THIS WEBSITE YOU AGREE TO THESE TERMS AND CONDITIONS AND RELATED PRIVACY POLICY.

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EFFECTIVE ON: 17 JANUARY 2025

### 1 INTRODUCTION

- 1.1 This website is owned and operated by the multi-service close corporation JIKA NAYE INVESTMENTS (hereinafter referred to as the 'JIKA NAYE') and can be accessed on <https://jikanaye.co.za/> (hereinafter referred to as 'this website' or the website' as the context may require).
- 1.2 These Terms and Conditions apply to visitors and users of this website. Use of this website is made available subject to these Terms and Conditions as set out below, including, but not limited to policies, notices as well as any documents that are referred to in clauses set out in these Terms and Conditions.
- 1.3 By using this website you agree to be bound by, and to comply with, these Terms and Conditions and any further Terms and Conditions that JIKA NAYE may prescribe from time to time. These Terms and Conditions may be changed in the future without notice and your continued use of this website signifies your acceptance of the updated and/or modified Terms and Conditions.
- 1.4 Any new features or tools which are added to this website shall also be subject to these Terms and Conditions.
- 1.5 By using this website you acknowledge that you have read, and agree to be bound by these Terms and Conditions.

- 1.6 By agreeing to these Terms and Conditions you represent that you reached the age of majority in your state or province of residence, alternatively, that being a major in your state or province of residence you hereby consent to allow your dependents to use this website.
- 1.7 For purposes of convenience clauses contained herein that are deemed to be important (clauses that may limit our responsibility or involve risk for you) will be in bold and/or italics and/or highlighted, as such, special attention is required for such clauses.
- 1.8 This website is offered to you under the provision that you agree to use this website only in line with these Terms and Conditions and any applicable laws, rules and regulations.
- 1.9 **These Terms and Conditions form an agreement between you and JIKA NAYE, it is therefore your prerogative to ensure that you understand all provisions contained herein.**
- 1.10 **By continuing to use this website you agree to accept, without modification, limitation or qualification these Terms and Conditions.**
- 1.11 **In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002 ('ECTA') and the common law of contracts, these Terms and Conditions are valid, binding and enforceable against all persons that access this website.**
- 1.12 **Disclosures in terms of section 43 of the Electronic Communications and Transactions Act.**

**The full name and legal status of the proprietor of this website is:**

JIKA NAYE INVSTMENTS

Registration number: 2010/012235/23

**The full address of the local proprietor of the website is:**

16 Tamarisk Avenue, Protea Park, Rustenburg 0299

**The full particulars of the local proprietor of the Website is:**

Telephone number: 082 841 9770

Email address: jikanabo@gmail.com

**Physical address for receipt of legal service:**

16 Tamarisk Avenue, Protea Park, Rustenburg 0299

**Main business:**

To manufacture, customization, supply and sale of various items including apparel and corporate gift to a variety of consumers and businesses.

1.13 Notwithstanding the fact that there are hyperlinks in these Terms and Conditions, applying to copyright notices and legislation, the hyperlinks should be deemed to be part of these Terms and Conditions in terms of Section 11 of ECTA, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these Terms and Conditions.

1.14 **Termination: the proprietor of this website has the right to suspend or terminate your access to and use of this website at any time, for any reason, without notice to you. All licenses granted hereunder may also be terminated by the proprietor at any time. If you breach any of these Terms and Conditions, the rights granted hereunder shall automatically terminate.**

## **2 INTERPRETATIONS AND DEFINITIONS**

2.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

2.1.1 words signifying the singular number shall include the plural and *vice versa*;

2.1.2 words signifying the masculine shall include the feminine;

2.1.3 any words defined in the Electronic Communications and Transactions Act 25 of 2005 not defined hereunder shall bear the same meaning in these Terms and Conditions in relation to matters referred to herein;

2.1.4 a reference to any Act shall include any amendment thereto or Act in substitution therefore;

2.1.5 each term, power or authority herein shall be given the widest possible interpretation;

2.1.6 the headings to the sections in these Terms and Conditions are for reference purposes only and shall not be taken into account in the interpretation of the provisions in these Terms and Conditions.

2.2 The following words expressions and abbreviations shall have the meaning hereinafter assigned to them:

- i. **'Content'** means any material, in whatever form, including but not limited to any information, posts, photographic shots, 3D conversions of photographic shots, 3D tour, video recordings, adaptations, logos, buttons, icons, software, trademarks, texts, graphics, software, music, sound, audio, photographs, videos, data, database, Intellectual Property, Confidential Information contained in this website;
- ii. **'Copyright'** means the Intellectual Property contained in the content which shall vest in all the content contained on this website, such content irrespective of the form in which it is displayed or presented remains the property of JIKA NAYE;
- iii. **'Intellectual Property'** means any and all information, content, Copyright, graphics or otherwise contained in this website, irrespective of whatever form it takes;
- iv. **'Territory'** means the whole world;
- v. **'Terms and Conditions'** means this agreement between the users or visitors of this website and the proprietor of this website;
- vi. **'Third Party Websites'** means any other website not belonging to JIKA NAYE;

- vii. **'Party'** singularly refers to a user of this website; 'Parties' collectively refers to a user of this website and the proprietor of the website;
- viii. **'Privacy Policy'** means the manner in which the responsible person of the website will administer the information acquired as a result of use of this website;
- ix. **'Service'** means the service and products provided on this website;
- x. **'User'** means any person visiting or using this website, also referred to as 'you' as the context may require;
- xi. **'Website'** means the JIKA NAYE website, owned and operated by JIKA NAYE INVESTMENTS which can be accessed on <https://jikanaye.co.za/> and
- xii. **'Written notice'** means any notice sent to JIKA NAYE by a user of the website, addressed to JIKA NAYE through the details noted in paragraph 1.12 *supra*.

### 3 USE OF WEBSITE

- 3.1 The purpose for which this website has been established is to provide information with regards to and promote the services it provides, assistance with trade mark applications, registration and further relevant intellectual property services. The services offered on this website may be stated on various platforms. The information provided on such pages are subject to change.
- 3.2 The user's access to and use of this website is solely at the user's own risk.
- 3.3 Use of this website by a user is limited to personal and/or non-commercial purposes only. None of the content from the website will be used or exploited by users for any commercial and non-private purposes, without the prior written consent from the proprietor of the website.
- 3.4 We reserve the right to claim damages from and/or institute criminal proceedings against a user for misuse or infringement of any content published on the website.

- 3.5 Use of this website does not confer any rights, licenses and/or permissions on the user unless expressly set out in these Terms and Conditions.
- 3.6 The user hereby agrees not to use the website for any purpose that is unlawful, improper or prohibited by these Terms and Conditions or laws of the Republic of South Africa.
- 3.7 The user agrees that it will not link or frame any page, in whole or in part, in any manner whatsoever, without the prior written consent.
- 3.8 In using the website a user will not and is specifically prohibited from:
  - 3.8.1 Publishing any content from the website on any other media, without the written authorization of JIKA NAYE;
  - 3.8.2 Selling and/or otherwise commercializing any content from the website;
  - 3.8.3 Using the website in any way that is or may be damaging to the website;
  - 3.8.4 Using the website in any way that impacts user access to the website;
  - 3.8.5 Using this website contrary to applicable laws and regulations, or in any way which may cause harm to the website, any person or entity;
  - 3.8.6 Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website;
  - 3.8.7 Using the website to engage in any advertising or marketing;
  - 3.8.8 Access or attempt to access any service or content which the user is not authorized to access;
  - 3.8.9 Transmitting any viruses or code of a destructive nature;
  - 3.8.10 Attempt to change, adapt or modify any content of the website on the website itself or on another platform; and
  - 3.8.11 Disrupt or interfere with the security of, or otherwise cause harm to, the website.

3.9 A breach or violation of any of the terms of these Terms and Conditions will result in the immediate termination of the services being provided or to be provided to the user of this website.

3.10 We reserve the right to refuse to provide our service to any user of this website.

#### **4 SERVICES**

Certain services and services incidental thereto may be made available exclusively through this website, which may change from time to time.

#### **5 ACCURACY, COMPLETENESS AND TIMELINES OF INFORMATION**

5.1 We are not responsible if information made available on this website is not accurate, complete or current. The content and/or material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

5.2 **Any reliance on the content and/or material on this website is solely at the user's risk.**

5.3 This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time. Notwithstanding the aforementioned, we are not under any obligation to update any information on the website.

5.4 The user of this website hereby acknowledges and agrees that the responsibility to monitor changes to this website as well as these Terms and Conditions falls on the user.

#### **6 ERRORS, INACCURACIES AND OMISSIONS**

- 6.1 Occasionally there may be information on our website or in the service that contains typographical errors, inaccuracies or omissions that may relate to the service description, or information provided by users. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice.
- 6.2 We undertake no obligation to update, amend or clarify information in the service or on any related website, should be taken into indicate that all information in the service or on any related website has been modified or updated.

## **7 HYPERLINKS TO AND FROM THIRD PARTY APPS**

- 7.1 This website may link the user to other Third Party Websites. We hereby confirm that any link to a Third Party Website does not and should not be interpreted to mean the Third Party Website is under the control or belongs to us.
- 7.2 The user hereby acknowledges that we are not accountable for the accuracy, copyright compliance, legality, decency, or any other aspect with regards to a Third Party Website.
- 7.3 We do not provide any warranties, representation or conditions of any kind for any Third Party Website.
- 7.4 Any links to a Third Party Website may not be construed as an endorsement by us of the Third Party Website's content or as an association with the operators of the Third Party Website.
- 7.5 Use of any Third Party Website by a user is entirely at the users risk and discretion, as such, it is the prerogative of the user to familiarize himself or herself with and approve of the terms of the Third Party Website.
- 7.6 We will not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the content from the Third Party Website.



- 7.7 Any personal information provided to a third party on a Third Party Website as a result of a link on this website is at the user's risk and we are not responsible for any actions or policies of such third party.

## **8 ELECTRONIC COMMUNICATIONS**

- 8.1 When a user visits the website and completes a contact form to request information, or when the user sends an email to us, and the user does not explicitly request a non-electronic communication medium; the user consents to receiving communications from us electronically and agrees that all agreements, notices, disclosures and other communications sent by us satisfy any legal requirements, including, but not limited to the requirement that such communications should be 'in writing'.
- 8.2 The user acknowledges and accepts that the action to click on specified buttons on certain web forms on the website may constitute an expression of consent, agreement or other statement, as the case may be.

## **9 AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

- 9.1 No agreement shall be concluded merely by sending a data message to this website or its proprietors. Valid agreements require an offer, acknowledgment of an offer and acceptance thereof from JIKA NAYE.
- 9.2 No email message shall be deemed to have been received by JIKA NAYE until a response has been issued from JIKA NAYE. An automated response from JIKA NAYE shall not satisfy this requirement.

## **10 PERSONAL INFORMATION**

A user's submission of personal information on the website is governed by our Privacy Policy which can be found below.

## **11 DIRECT MARKETING**

This website may contain advertisements for related services products and goods, which each user shall have access to as a result of using the website. Furthermore, users who have provided their personal information in view of receiving a service from JIKA NAYE, as such, expressly acknowledge and give consent in terms of Section 69(3) of the Protection of Personal Information Act 4 of 2013 to the Direct Marketing of similar products or services offered by JIKA NAYE.

## 12 PROHIBITED USES

12.1 In addition to any prohibitions set out in these Terms and Conditions, the users of the website are prohibited from using the website or its content:

- 12.1.1 for any unlawful purpose;
- 12.1.2 to solicit others to perform or participate in any unlawful acts;
- 12.1.3 to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- 12.1.4 to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- 12.1.5 to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- 12.1.6 **to submit false or misleading information;**
- 12.1.7 to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Website, other Websites, or the Internet;
- 12.1.8 **to collect or track the personal information of others;**

- 12.1.9 for any obscene or immoral purpose; or
- 12.1.10 to interfere with or circumvent the security features of the website or any related website, other websites, or the internet. We reserve the right to terminate your use of the service or any related service for violating any of the prohibited uses.

## 13 COPYRIGHT

- 13.1 Copyright © JIKA NAYE All rights not expressly granted remain reserved.
- 13.2 Copyright shall vest in all the content contained on the website, irrespective of the form in which it is displayed or presented. We retain its entire right, title and interest in and to the content of the website.
- 13.3 Use of the website by a user does not confer any license or permission by us to the use of the content of the website, save for personal use by the user. Commercial use of any of the content of the website is prohibited unless written permission is obtained from us, in which event the document granting right of use will expressly provide the extent and limitations of the use of the content of the website.
- 13.4 Notwithstanding any other provisions in these Terms and Conditions, the rights as it relates to the content of the website remain reserved.
- 13.5 **Your attention is hereby drawn to the fact that Copyright Infringement is a criminal offense.**

## 14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 All content included on the website, including but not limited to any information, posts, designs, logos, buttons, icons, software, Trade Marks, texts, graphics, software, music, sound, audio, photographs, videos, data, database, Intellectual Property, Confidential Information contained in the website are protected by South African and International Intellectual Property Treaties.

- 14.2 Any compilation, meaning; the collection, arrangement and assembly, of all content on the website is the property of JIKA NAYE either as Proprietor or Licensee and is protected by South African and International Copyright and Intellectual Property laws.
- 14.3 The user will not, other than for his or her personal and non-commercial use, store on his or her computer, or any other device, print copies of extracts from the website, mirror or cache information provided on the website, on his or her own server, computer, mobile, device or any other storage facility of whatsoever nature; or copy, adapt modify or re-use the text or graphics from this website, without the prior written permission of us.
- 14.4 All Trade marks reflected on the website are the exclusive property of JIKA NAYE. Unauthorised use of these Trade marks are prohibited. Full details of the Trade marks owned by JIKA NAYE in relation to this website are available upon request.
- 14.5 Notwithstanding any other provisions in these Terms and Conditions, the Intellectual Property rights in the website as it relates to the content of the website remain reserved.

## **15 LINKING AND FRAMING**

- 15.1 The website may contain links to other websites ('Linked Sites'). The Linked Sites are not under the control of JIKA NAYE and are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. JIKA NAYE is not responsible for webcasting or any other form of transmission received from any Linked Site. We provide the aforementioned links to the user of this website only as a convenience, and the inclusion of any link does not imply endorsement or association with the operators of any site.
- 15.2 Any third party site may link to this App provided that such a link is directed at the home page of this website. It is expressly prohibited for any person, business, entity or web site to link any page other than the home page of this website, without the prior written approval of JIKA NAYE.
- 15.3 It is expressly prohibited for any person, business, entity, or App to frame any page of this website, including the home page, in any way whatsoever, without the prior written approval of JIKA NAYE.

## **16 BREACH**

- 16.1 In the event that the user of this website commits a breach of these Terms and Conditions, the Party will request the other party who committed the breach, by way of a written notice, to rectify the breach within a period of 7 (seven) days.
- 16.2 If the Party in breach fails to rectify the breach within the time frame stipulated *supra*, the other party may terminate these Terms and Conditions, which constitutes an agreement, immediately.
- 16.3 Nothing in these Terms and Conditions shall be interpreted to preclude any Party from instituting legal proceedings against the other Party who is in breach.
- 16.4 The termination of these Terms and Conditions, for whatever reason, will not affect the rights of either the user of this website or the proprietor of this website, which:
- 16.4.1 May have accrued before the termination of these Terms and Conditions;  
and
  - 16.4.2 Specifically, or by their nature survives the termination of these Terms and Conditions.

## **17 DISPUTES**

- 17.1 In the event of a dispute between the user and any third party, we will not be involved in such a dispute, unless we deem it necessary to protect its rights and interests.
- 17.2 In the event of a dispute between the user and the proprietor of this website, the user must address the local proprietor of this website, in writing, and forward the same to jikanabo@gmail.com. The administrator will contact the party involved in an attempt to resolve the matter.

## **18 PRIVACY POLICY**

- 18.1 The provisions in these Terms and Conditions are in conjunction with the provisions as contained in the Privacy Policy as provided for on the website, which can be found below.
- 18.2 A user undertakes to provide accurate and current information, and not to impersonate or misrepresent any person or entity.
- 18.3 We agree not to use, without a user's express consent, a user's personal information for any purpose other than it was disclosed.
- 18.4 Although we take every precaution to protect the private information of users, and attempts to ensure that all of employees, third party service providers or partners who may have access to such personal information adhere to the same standard of privacy, we take no responsibility for the breach, loss or misuse of such private information when in possession of such parties.
- 18.5 We agree to return or destroy any and all personal information of a Consumer in its possession or control, on written request of such Consumer.
- 18.6 We undertake not to retain any personal information for a period which may exceed the period for which such information was originally provided, unless it is required by law to do so.
- 18.7 We undertake never to sell or make available the personal information of a user to any third party other than as provided for in these Terms and Conditions, unless where required to do so by law.
- 18.8 We shall not be liable for any loss or damage arising as a result of any disclosure of personal information to third parties by a user directly.

## **19 PLATFORM SECURITY**

- 19.1 We will take reasonable steps, to secure the electronic content, and the information provided by and collected from the user, from unauthorised access (hacking) and/or

unauthorised disclosure. However, we do not make any warranties nor any representations that content will be 100% (one hundred percent) safe and secure.

19.2 General and technical information is collected either electronically by using cookies or is provided voluntarily by the user. Users may determine cookie use independently through their own browser settings.

19.3 We are under no legal duty to encrypt any content or communications from and to the website and are also under no legal duty to provide digital authentication of any page on the website.

19.4 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, but not limited to, the website or the server and computer network that support the website.

19.5 Notwithstanding criminal prosecution, any User who delivers any damaging code to the website, whether on purpose or negligently, will, without any limitation, indemnify and hold us harmless against any and all liability, damages and losses the proprietor of this website and its partners / affiliates may suffer as a result of such damaging code.

19.6 Users and visitors of this website may not develop, distribute or use any device to breach or overcome the security measures of the website and we reserve the right to claim damages from any and all persons concerned with a security failure or breach of these Terms and Conditions.

## **20 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

20.1 **Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services provided from and through the website. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free.**

- 20.2 This website is supplied on an 'as is' basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy himself or herself, prior to entering into this agreement with us, that the service available from and through this website will meet the user's individual requirements.
- 20.3 Information, ideas and opinions expressed on this website should not be regarded as professional advice or the official opinion of JIKA NAYE.
- 20.4 **The user's use of the website is dependent on factors beyond the control of JIKA NAYE, such as but not limited to, the user's network coverage or availability, the user's ISP availability or the user's device capability or capacity.**
- 20.5 We are not liable for any loss or damage the user may suffer if a factor beyond its control arises and the user cannot access the website.
- 20.6 In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation: lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
- 20.7 No information or data on the website constitutes an offer to do business, but merely an invitation to consider the service provided by JIKA NAYE.
- 20.8 No agreement shall be concluded merely by sending a data message via the contact form contained on the website or to any email address listed on the website.



20.9 No data message sent via the contact form contained on the website or to any email address listed on the website shall be deemed to have been received by us until a response has been issued by us, an automated response from us shall not satisfy this requirement.

## **21 WAIVER AND SEVERABILITY**

21.1 Any failure or delay by us to exercise or enforce any right or provision will in no way constitute a waiver of such right or provision.

21.2 In the event that any Term and Condition detailed herein is found unenforceable or invalid for any reason, such separate term(s) or condition(s) will be severable from the remaining Terms and Conditions. The remaining Terms and Conditions will remain enforceable and applicable.

## **22 CHANGES AND AMENDMENTS**

22.1 We expressly reserve the right, in our sole and absolute discretion, to do any of the following, at any time without prior notice:

22.1.1 Change these Terms and Conditions. The user of this website can review the most current version of these Terms and Conditions at any time by accessing the 'Terms and Conditions' link on the website;

22.1.2 Change the content and/or services published on the website;

22.1.3 Discontinue any aspect of the website, or services published on the website; and/or

22.1.4 Change the software and hardware required to access and use the website.

## **23 TERMINATION**

23.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

23.2 These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our services, or when you cease using our website.

23.3 If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice.

## **24 GOVERNING LAW & JURISDICTION**

24.1 These Terms and Conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa.

24.2 Nothing in these Terms and Conditions limits either Parties right to approach a competent Court, tribunal or forum of competent jurisdiction in respect of any dispute arising in connection with this App and which cannot be settled on the basis described in these Terms and Conditions.

## **25 INTERNATIONAL USE**

The website has functionally worldwide, notwithstanding the aforementioned, we at no time make any representation, whether directly or indirectly, expressly or tacitly that any materials available on this website are appropriate for use outside of the Republic of South Africa. Any access to materials on the website, in any international regions where said access is illegal, is strictly prohibited. Those who choose to access this website from other locations do so on their own initiative and at their own risk and are responsible for compliance with the relevant local laws.

## **26 LEGAL COSTS**

We will not be liable for costs incurred by users to obtain professional advice relating to these Terms and Conditions.

## **27 ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between the proprietor of the website and a user of the website in relation to your use of this website, and supersede all prior agreements and understandings.

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LAST UPDATED: 17 JANUARY 2025

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