

**TERMS OF USE: BMLS WEBSITE: [www.bmls.co.za](http://www.bmls.co.za)**

**1 Disclaimer**

BMLS does not guarantee the availability of services offered on this website ("the Services") or the accuracy of the information and/or images on this website. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the Services and/or the information and/or images contained on this website, and the Services are thus used at your own risk. In particular we make no warranties that the Services will meet your requirements, be uninterrupted, timely, and secure or error free.

**2 Indemnification**

You, the user, accordingly indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Services offered on this website, or the use of the information and/or images available on this website.

**3 Use of Services**

You may only use the Services for lawful purposes, and you warrant that you shall not, other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from BMLS.

**4 Privacy**

- 4.1 Whilst your name and particulars, which are supplied to us when registering for some of the Services, will not automatically be made available to anyone, we nevertheless reserve the right to make information available to the authorities if required by law.
- 4.2 We will not sell or rent any personally identifiable information about you to any third party. However, monitoring or recording of your registration details may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of improving our Services. However, in these situations, we will not disclose information that could be used to personally identify you.
- 4.3 We will adhere to our privacy policy the salient terms of which are available for you to link to and read from the home page of this website.
- 4.4 You must notify us immediately should any of your information change.

## **5 Intellectual Property Rights**

You acknowledge that we own the intellectual property rights in and to this website, and that the unauthorised use thereof is expressly prohibited. The word or mark "BMLS", and "e2", however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of BMLS.

## **6 Password**

You shall keep your password secure and warrant that no other person shall use the Services utilising your password, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Services is obtained using your password, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

## **7 Termination and Variation**

We reserve the right to terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

## **8 General**

8.1 These terms and conditions will be governed by and construed in accordance with the laws of South Africa.

8.2 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

8.3 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

8.4 These terms and conditions, as varied by us from time to time pursuant to clause 7 above, constitute the sole agreement between yourself and ourselves.