

# Website Terms of Use

BY USING THIS WEBSITE YOU AGREE TO ALL TERMS OF USE, INCLUDING THE PRIVACY POLICY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST CEASE YOUR ACCESS AND USE OF THIS WEBSITE IMMEDIATELY.

## Welcome to Accommodation-in-Durban's website terms of use

These website terms of use ("Terms") govern all access or use of Accommodation-in-Durban's website. If you do not agree to these Terms, you must cease your access or use of this Website immediately.

By agreeing to these Terms, you also consent to other policies as may be accessible on our Websites, including our [Privacy Policy](#) ("Policies")

Due to legal and other developments, we may be required to amend these Terms from time to time without notice. It is your duty to familiarise yourself with the current version of these Terms at the time you access or use a Website – the date of last revision will appear at the end of these Terms. Continued use of the Website after any amendments have been effected will constitute your acceptance of these Terms, as amended.

## Content

**No offer:** You should regard nothing contained on this Website as an offer, but as an invitation to view our Website and its content.

**No warranty:** We take reasonable steps to provide accurate information through our Websites, but all information viewed or accessed from this Website is provided on an 'as is' basis, without any warranty, whether express or implied, except to the extent otherwise stated .

**Sharing of content:** Any content on our Website which is subject to creative commons license, where indicated as such, may be shared provided that it is given the necessary credit in accordance with the provisions of the creative commons license in force from time to time. If not indicated then the content and images are considered proprietary and may not be copied, transferred, downloaded, scraped or regenerated elsewhere without express permission of the Owners of this website.

**Use at own risk:** You may only use information on the Website for personal use. Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at your sole risk. We make no representations or warranties whatsoever as to the accuracy of the information contained in this Website. Any articles, guides or information of any

nature provided on this Website is summarised content, and may not be applicable to your particular situation and should therefore not be relied upon solely by you for any purpose.

**No warranty on availability:** We do not warrant that this Website or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by us will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.

## Third party websites

Disclaimer of third party website content: This Website may contain hyperlinks to websites owned and/or operated by third parties. We are not responsible for the content of such websites, nor do we accept any liability in connection with such websites (regardless of whether or not a link has been permitted by us). The fact that a website is linked to this Website does not imply that we sponsor, endorse or approve the contents, or that we are affiliated or associated with the entity that owns or is responsible for such third party website.

## Intellectual property

Reservation of rights: Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works contained in this Website is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by us or any other party.

**Limited use:** The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without our prior written permission. However, we permit you to display the content of this Website on your computer as part of your viewing of the Website only. You must notify us of any copyright infringement at [info@Accommodation-in-Durban.co.za](mailto:info@Accommodation-in-Durban.co.za).

**No other use:** No other use of this Website or its content is permitted unless you enter into a license agreement with us. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website onto your own or another's website, unless otherwise expressly stated in these Terms. If operating in the United States of America, the provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") may apply in terms whereof copyright owners may have recourse in the event of copyrighted material appearing on the Website that infringes the copyright owner's rights in terms of the DMCA. If this applies to you, you may send a notice to request that the alleged infringing material be removed to [info@Accommodation-in-Durban.com](mailto:info@Accommodation-in-Durban.com).

## Linking, framing and crawling

**Permission:** Permission to link to this Website is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Website at any time and for any reason.

**Automated searches restricted:** Apart from legitimate search engine operators and use of the search facility provided on the Website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without our prior written consent.

## Acceptable use policy

**Introduction:** You agree and acknowledge that you will not use the Website in an unlawful manner or in a manner not approved in terms of these Terms. **This Acceptable Use Policy ("AUP") sets out the parameters within which you must make use of the Website and in so doing you agree to be bound by this AUP.**

**Internet use:** You may not use our Website to engage in illegal, abusive or irresponsible behaviour, including:

- Unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without our express authorisation.
- Monitoring data or traffic on any network or system without our authorisation.
- Interference with service to any user, host or network including, without limitation, sending of or causing the sending of, numerous duplicate automated and/or excessive, similar emails, flooding, deliberate attempts to overload a system and broadcast attacks.
- User of an internet account or computer without our authorisation, including, but not limited to internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning.
- Collection of personal information about third parties without their consent.
- The intentional or negligent dissemination of any malicious code (meaning anything that contains any back door, time bomb, trojan horse, worm, drop dead device, computer virus or other computer software routine or code intended or designed to permit access to or the use of a computer system by an unauthorised third party, or disable, damage, erase, disrupt or impair the normal operation of a computer system).
- Forging of any TCP (Transmission Control Protocol), Internet Protocol packet header or any part of the header information in an email or a newsgroup posting.
- Any activity or conduct that is likely to result in retaliation against us or the Website.

**Security:** You must take reasonable security precautions. If applicable, your passwords should consist of at least 8 mixed alpha and numeric characters with case variations. You should not permit a common word to be used as a password. You must protect the confidentiality of your password, not share it with any other person, and you should change your password regularly.

**Unsolicited emails:** You may not send any unsolicited email, whether of a commercial or non-commercial nature, to any person who has indicated that he does not wish to receive it.

**Other networks:** You must comply with the rules of any other network you access or participate in using the Website.

**Offensive content:** Content "published or transmitted" via the Website includes web content, email, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the internet. You may not publish, display or transmit via the Website any content that we reasonably believe:

- constitutes child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including in relation to chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- clearly infringes another person's trade or service mark, patent, or other intellectual property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is discriminatory in any way, including by way of sex, race, or age discrimination;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us;  
or
- is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.

**General prohibitions:** You agree to not engage in any of the following activities as a result of your use of the Website:

- Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless the rights thereto are owned or controlled by you or you have the required authority to do so, and have received all necessary consent to the intellectual property.
- Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
- Delete any legal notices, labels or anything else in the Website content that displays authorship or ownership in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.

- Download any file posted by another user of a forum you know, or reasonably should know, cannot be legally distributed.
- Use any communications or content or other information obtained through the Website in a manner that is competitive with us or the Website.
- Allow any third party to use your username and password in any manner other than as permitted by these Terms.

### **Consequences of violation of the AUP:**

- You agree and acknowledge that we will not be held liable for content created by you, and you maintain all responsibility for your actions and statements made on the Website.
- We reserve the right to remove content created by users of the Website at any time.
- We may, without notice to you, suspend your right to participate in any course, including any course which is in progress, or remove any content transmitted via or stored on the Website if we reasonably believes you are using the Site or the Online Campus in breach of this AUP. You must cooperate with our reasonable investigation of any suspected breach of the AUP.
- We will charge you for any breach of the AUP together with the cost of equipment and material needed to:
  - investigate or otherwise respond to any suspected violation of this AUP;
  - remedy any harm caused to us as a result of your violation of this AUP; and
  - respond to complaints.
- We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable laws, and provide any information we have about you and co-operate in response to a formal or informal request from a law enforcement or regulatory agency investing in any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## **Security**

**No liability:** While we take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to you through the use of this Website.

**Prosecution:** We will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorised access to any page on this Website.

## **Personal information**

**Privacy Policy:** Further information regarding the manner in which we respect the privacy of your personal information is contained in our [Privacy Policy](#) .

## **Disclaimer and indemnity**

**Disclaimer:** Subject to applicable law, we expressly disclaim all liability for any direct, indirect or consequential loss or damage occasioned from the use or inability to use this Website whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure. This exclusion of liability will only apply in jurisdictions where the law allows the exclusion and you may also have other rights that vary from jurisdiction to jurisdiction.

**Indemnity:** You agree to indemnify and hold us, our employees, officers, agents, subcontractors, subsidiaries and affiliates harmless from any demand, action, application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of or access to this Website.

## **Advertising and sponsorship**

**Third party content:** This Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this Website complies with all applicable laws and regulations.

**No liability:** We accordingly exclude, to the fullest extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## **Monitoring and interception of data messages**

In order to provide a relevant, efficient and secure service, and where required and permitted under law, we may monitor and/or intercept electronic communications such as email which are sent to this Website. To the full extent necessary under law you acknowledge that you are aware of the potential monitoring and interception, and consent to it.

## **Receipt of data messages**

**Data messages:** Data messages, including email messages, sent by you to us will be deemed to be received only when acknowledged or responded to.

**Receipt:** A data message sent by us to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

**Right not to respond:** We reserve the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such email where necessary.

**Confidentiality:** You agree that data messages sent to this Website will not be regarded as confidential unless otherwise agreed in writing.

## Disputes

**Arbitration:** For any dispute that you may have with Accommodation-in-Durban arising from these Terms or your use of the Website, you agree to first contact us and attempt to resolve the dispute informally. All other disputes shall be referred to mediation and, in the event of mediation failing, arbitration under the arbitration laws and rules applicable in the Republic of South Africa, with such arbitration to be held in Durban, South Africa, unless otherwise agreed between us.

**Urgent relief:** The foregoing will not restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate.

## General

**Whole agreement:** These Terms constitute the whole of the agreement between yourself and Accommodation-in-Durban in relation to use of and access to the Website, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.

**Applicable law and jurisdiction:** The laws of the Republic of South Africa shall apply to these Terms, their interpretation, and any matter or litigation relating to or arising from them.

**Assignment:** These Terms, and any rights and licenses granted in these Terms, may not be transferred or assigned by you, but may be assigned by Accommodation-in-Durban without restriction.

**No Indulgence:** If Accommodation-in-Durban chooses not to enforce any part of these Terms, that does not mean that it cannot do so at a later time.

**Severability:** In the event that any part of these Terms is found to be partially or fully unenforceable for any reason, this will not affect the application or enforceability of the remainder of these Terms.

**Broken Links:** Notwithstanding the fact that hyperlinks in these Terms to certain documents should be deemed part of these Terms, 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.

**Date of last amendment: 22 September 2018**

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