

TERMS AND CONDITIONS

ACCEPTANCE OF TERMS

SA TOWNS provides classified ads , other event listings, news and other online services. By using our Service in any way, you are agreeing to comply with these Terms. In addition, when using particular SA TOWNS services, you agree to abide by any applicable posted guidelines for all SA TOWNS services, which may change from time to time. Should you object to any term or condition of these Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with SA TOWNS in any way, your only recourse is to immediately discontinue use of SA TOWNS, delete your Subscription and remove all your listings from SA TOWNS .

MODIFICATIONS TO THIS AGREEMENT

SA TOWNS reserve the right, to change, modify or otherwise alter these terms and conditions at any time at our sole discretion. Such modifications shall become effective immediately upon the posting thereof. Any user or advertiser on SA TOWNS must review this Terms and Conditions on a regular basis to keep them informed of any changes and updates. You can find the most recent version of these Terms at <http://www.satowns.co.za/terms.htm>

CONTENT AND COPYRIGHT

You understand that all listings, postings, messages, text, files, images, photos, video, sounds, or other materials and content posted on, transmitted through, or linked from our Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for all content and material that you post, email or otherwise make available via our Service. You understand that SA TOWNS does not control, and is not responsible for Content made available through our Service, and that by using our Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

Furthermore, the SA TOWNS site and Content available through our Service may contain links to other web sites, which are completely independent of SA TOWNS.

SA TOWNS makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site.

Your linking to any other sites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will SA TOWNS be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via our Service. You acknowledge that SA TOWNS does not pre-screen or approve Content, but that SA TOWNS shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via our Service, for violating the letter or spirit of the Terms or for any other reason.

THIRD PARTY CONTENT, SITES, AND SERVICES

The SA TOWNS site and Content available through our Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of SA TOWNS, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through our Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals.

You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that SA TOWNS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that SA TOWNS is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release SA TOWNS, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our service.

NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify SA TOWNS at abuse@satowns.co.za

PRIVACY AND INFORMATION DISCLOSURE

Your use of the SA TOWNS web site or our Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that SA TOWNS may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce these Terms; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of SA TOWNS, its users or the general public.

CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct including but not limited to (i) sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, or (ii) bestiality, or (iii) masturbation, or (iv) sadistic or masochistic abuse, or (v) lascivious exhibition of the genitals or pubic area of any person;
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that, in any notice or ad for the sale or rental of any dwelling, discriminates based on race, color, national origin, religion, sex, familial status or handicap;
- e) that impersonates any person or entity, including, but not limited to, a SA TOWNS employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to messages that are lawful non-deceptive parodies of public figures);
- f) that includes personal or identifying information about another person without that person's explicit consent;
- g) that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- h) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- i) that constitutes or contains "affiliate marketing", "link referral code", "junk mail", "spam", "chain letters", "pyramid schemes", or unsolicited commercial advertisement;
- j) that constitutes or contains any form of advertising or solicitation if posted in areas of the SA TOWNS sites which are not designated for such purposes; or emailed to SA TOWNS users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.
- k) that includes links to commercial services or web sites, except as allowed in "services";
- l) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by law.

m) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit the functionality, or harm in any other way, any computer software or hardware or telecommunications equipment;

n) that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to our Service, or that otherwise negatively affects other users' ability to use our Service; or

o) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through our Service.

Additionally, you agree not to:

p) contact anyone who has asked not to be contacted;

q) "stalk" or otherwise harass anyone;

r) collect personal data about other users for commercial or unlawful purposes;

s) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from our Service - unless expressly permitted by SA TOWNS;

t) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

u) post the same item or service in more than one classified category or forum, or in more than one metropolitan area unless expressly permitted by SA TOWNS;

v) attempt to gain unauthorized access to SA TOWNS's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, our Service or the SA TOWNS web site; or

w) use any form of automated device or computer program that enables the submission of postings on SA TOWNS without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to SA TOWNS email addresses or through SA TOWNS computer systems, which is expressly prohibited by these Terms, is prohibited. Any unauthorized use of SA TOWNS computer systems is a violation of these Terms. Such violations may subject the sender and his or her agents to civil and criminal penalties.

REFUND POLICY

SA TOWNS may, at their discretion, remove any Premium Listings without warning or refund if such adverts are found to be in breach of these Terms and Conditions and/or the Posting Rules. No refunds will be given by SA TOWNS

LIMITATIONS ON SERVICE

You acknowledge that SA TOWNS may establish limits concerning use of our Service, including the maximum number of days that Content will be retained by our Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by our Service, and the frequency with which you may access our Service. You agree that SA TOWNS has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by our Service. You acknowledge that SA TOWNS reserves the right at any time to modify or discontinue our Service (or any part thereof) with or without notice, and that SA TOWNS shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Service.

ACCESS TO OUR SERVICE

SA TOWNS grants you a limited, revocable, nonexclusive license to access our Service for your own personal use. This license does not include any collection, aggregation, copying, duplication, display or derivative use of our Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by SA TOWNS. A limited exception is provided to general purpose Internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to our Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent. "General purpose Internet search engine" does not include a web site or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services.

SA TOWNS permits you to display on your web site, or create a hyperlink on your web site to, individual postings on our Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your web site exceeds one hundred (100) postings, your use will be presumed to be in violation of these Terms, absent express permission granted by SA TOWNS to do so. You may also create a hyperlink to the home page of SA TOWNS sites so long as the link does not portray SA TOWNS, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

Use of our Service beyond the scope of authorized access granted to you by SA TOWNS immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of our Service or any Content made available via our Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from SA TOWNS.

TERMINATION OF SERVICE

You agree that SA TOWNS, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of our Service (or any part thereof), immediately and without notice, and remove and discard any Content within our Service, for any reason, including, without limitation, if SA TOWNS believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that SA TOWNS shall not be liable to you or any third-party for any termination of your access to our Service. Further, you agree not to attempt to use our Service after said termination. Sections 2, 4, 6 and 10-16 shall survive termination of these Terms. SA TOWN will not be reliable to remove any of the content or material you have posted on it's website. Should you wish to stop your advertising on the FREE Listings (classifieds), you will have to remove your ads, listings and all content / material and also delete your Subscription. If you fail to remove your listings, you can contact SA TOWNS to assist you with such removal.

PROPRIETARY RIGHTS

Our Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through our Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of SA TOWNS. You further agree not to reproduce, duplicate or copy Content from our Service without the express written consent of SA TOWNS, and agree to abide by any and all copyright notices displayed on our Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our Service. SA TOWNS is a registered mark.

Although SA TOWNS does not claim ownership of content that its users post, by posting Content to any public area of our Service, you automatically grant, and you represent and warrant that you have the right to grant, to SA TOWNS an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of our Service, you automatically grant SA TOWNS all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on our Service by any party for any purpose.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE SA TOWNS SITE AND OUR SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SA TOWNS SITE AND OUR SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, SA TOWNS DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SA TOWNS SITE AND OUR SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, SA TOWNS DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SA TOWNS SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SA TOWNS SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, SA TOWNS DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SA TOWNS SITE OR OUR SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL SA TOWNS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SA TOWNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SA TOWNS SITE OR OUR SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SA TOWNS SITE OR OUR SERVICE, FROM INABILITY TO USE THE SA TOWNS SITE OR OUR SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SA TOWNS SITE OR OUR SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SA TOWNS SITE OR OUR SERVICE OR ANY LINKS ON THE SA TOWNS SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SA TOWNS SITE OR OUR SERVICE OR ANY LINKS ON THE SA TOWNS SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

INDEMNITY

You agree to indemnify and hold SA TOWNS, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through our Service, your use of our Service, your violation of the Terms, your breach of any of the representations and warranties herein, or your violation of any rights of another.

GENERAL INFORMATION

The Terms constitute the entire agreement between you and SA TOWNS and govern your use of our Service, superceding any prior agreements between you and SA TOWNS. The Terms and the relationship between you and SA TOWNS shall be governed by the laws of your country without regard to its conflict of law provisions. You and SA TOWNS agree to submit to the personal and exclusive jurisdiction of the courts located within your city. The failure of SA TOWNS to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.