

ECLIPSE TECHNOLOGIES WEBSITE AND USER TERMS AND CONDITIONS

Your attention is drawn to these terms and conditions because they are important and should be carefully noted.

Nothing in these Terms and Conditions are intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either You or The Crime Wall in terms of the Consumer Protection Act, 68 of 2008 ("CPA"), to the extent that it may be applicable to You.

1 INTRODUCTION

1.1 The website at www.eclipsetechnologies.co.za ("the Website") is made available by Eclipse Technologies. These General Website Terms and Conditions set out below ("**Terms and Conditions**"), are binding and enforceable against every person who use, access, or views this Website or any part thereof, You accept and agree that Your use of the Website signifies Your agreement with these Terms and Conditions.

1.2 Should You not agree/accept to be bound by these Terms and Conditions, You shall be prohibited from using this Website.

2 DEFINITIONS

2.1 Unless otherwise determined by the context, the following words as used in these Terms and Conditions will bear the meaning assigned to them as follows:

2.1.1 "**Registered Companies**" means a company or product made by a registered company.

2.1.2 **User** means a User

- 2.1.3 **Company Terms and Conditions** means the terms and conditions applicable to Companies;
- 2.1.4 **User Terms and Conditions** means the terms and conditions applicable to registered users or visitors;
- 2.1.5 **"Website Content"** means (i) any information, comments; complaints; or remarks regarding products and/or services published on the Website. and (ii) any content, information (including information regarding fraudulent conduct), graphics, advertisements or other materials of whatsoever nature published on the Website by Companies or Users;
- 2.1.6 **"Users"** means any individual user of the Website

3 WEBSITE USE

- 3.1 You are not permitted to establish a link to the Website by way of a hyperlink, frame or any other means, either electronically or otherwise, without Eclipse Technologies written consent. Such consent is within the sole discretion of the owner of Eclipse Technologies and may be withheld or granted subject to such conditions as may be specified by the owner of Eclipse Technologies.
- 3.2 It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on the Website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to the Website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to the Website or attempts to gain unauthorised access to any page on the Website shall be held criminally liable.

4 WEBSITE CONTENT

- 4.1 Users, are expressly prohibited from posting unlawful content, including but not limited to, racist, sexist, insulting, threatening, harassing, aggressive, defamatory, untrue, private, degrading, fraudulent, obscene, indecent or otherwise objectionable material ("**Unauthorised Website Content**") on the Website.

5 PRIVACY POLICY

- 5.1 The owners of Eclipse Technologies is committed to ensuring that any personal is treated with the utmost privacy and that it has reasonable safeguards in place to protect information when such information is accessed, stored or handled on the Website. Eclipse Technologies undertakes never to use, sell or make available Your personal information to any third party unless compelled to do so by law or with Your prior written consent.

6 COPYRIGHT AND INTELLECTUAL PROPERTY

- 6.1 For the purposes of these Terms and Conditions "**Intellectual Property**" shall mean collectively, patents, copyright, trademarks, designs, models, know-how, inventions, trade and business secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for the protection of same).
- 6.2 The owners of www.eclipsetechnologies.co.za retains all right, title and interest in and to its Intellectual Property that is used in connection with the Website. Eclipse Technologies Intellectual Property cannot be duplicated without the explicit permission of the owner of Eclipse Technologies, by accepting these

Terms and Conditions, not to infringe any Intellectual Property of the owner of Eclipse Technologies.

7 CHANGES AND AMENDMENTS

The owners of Eclipse Technologies reserves the right to amend these Terms and Conditions from time to time without notification to You. It will be Your responsibility to ensure that You are familiar with any amendments. By continuing to access the Website, You agree to be bound by the latest version of the Terms and Conditions, as published on the Website.

8 LINKS TO THIRD PARTY SITES

8.1 The Website may contain links to third party websites solely for the convenience of Users and the inclusion of any third party link do not imply the owner of the Website's endorsement of such sites.

8.2 Any links to third party websites or pages are not subject to the control of the owner of the Website and the owner of the Website shall not in any way be held responsible or liable, either directly or indirectly, for the contents, services, use, or inability to use or access any linked third party website or any links contained in a linked third party website.

9 DISCLAIMER

By accepting these Terms and Conditions you acknowledge and agree that you have read and understood these Terms and Conditions which signifies Your agreement acceptance.

10 MISCELLANEOUS

- 10.1 These Terms and Conditions are binding and enforceable against You.
- 10.2 These Terms and Conditions, constitute the entire agreement between the You and the owner of the Website. Any failure by the owner of the Website to exercise or enforce any right or provision of these Terms and Conditions shall in no way constitute a waiver of such right or provision.
- 10.3 The owner of the Website may assign or transfer any of its rights and obligations under these Terms and Conditions to any third party at any time.
- 10.4 A breach of any of these Terms and Conditions by You entitles the owners of Eclipse Technologies to take appropriate legal action against You.

11 APPLICABLE LAW

These Terms and Conditions are governed by the laws of the Republic of South Africa and You agree to submit to the exclusive jurisdiction of courts located within South Africa.