

Acceptable use policy

By using this website, you indicate your acceptance of its terms and policies.

Intended 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 6 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 access the website or remove any content transmitted via or stored on the Website if we reasonably believe you are using the Site in breach of this AUP. You must cooperate with our reasonable investigation of any suspected breach of the AUP.
- We may 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 investigating 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.

No liability

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.

Privacy Policy

Further information regarding the manner in which we respect the privacy of your personal information is contained in our Privacy Policy.

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.

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.

Owner information

This Website is owned and operated by Forest Dawn Systems, a company registered in the Republic of South Africa with its address at Ground Floor, Building 2, Omnipark, Cnr Sailor Malan and Aerodrome roads, Aeroton, Johannesburg, 2013.

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.

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.

Arbitration

For any dispute that you may have with NRB arising from these Terms or your use of the Website, you agree to first contact us and attempt to resolve the dispute informally. Should informal efforts fail, all 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 Johannesburg, 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 NRB 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 NRB without restriction.

No Indulgence

Should NRB choose not to enforce any part of these Terms, such an act will be considered an indulgence. No indulgence extended by NRB shall be construed as a waiver.

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 most recent amendment: 25th June 2017