

# Terms and Conditions of use for [www.ougrote.com](http://www.ougrote.com)

*Friday 14 May 2010*

The web site [www.ougrote.com](http://www.ougrote.com) ("Ou Grote") is a free blogging service focusing on rugby issues. In order to enable the site to be maintained as a free service we ask that you take a few minutes to read through and familiarise yourself with the following terms and conditions which apply to use of this site. Please note that by viewing, linking to, quoting, printing out from or posting to the blog you will be deemed to have agreed to the Terms and Conditions of Use of the blog as detailed below.

## General

1. Use of the Ou Grote web site is at the sole risk of the user.
2. Ou Grote reserves the right to modify, terminate or temporarily discontinue the blog, with or without notice to users. Users agree that Ou Grote shall not be liable to them in respect of any damages occasioned to them by the modification, termination or temporary discontinuance of the blog.
3. A simple registration procedure is required to be completed before users may post comments to the site. Users undertake to provide true and correct details when completing the registration process.
4. Users agree that they will not utilise the blog in any way to \* upload, post or otherwise transmit any Content that is unlawful or illegal; \* upload, post or otherwise transmit any Content that is threatening, harmful, abusive, defamatory, vulgar, obscene or otherwise objectionable; \* upload, post or otherwise transmit any Content that constitutes harassment or hate speech, or which is invasive of the privacy of another; \* harm or unfairly target minors; \* stalk or harass other users; \* impersonate any person connected to this web site or any service provided on it or otherwise misrepresent their association with any such person; \* take any measures to disguise the origin of any Content; \* upload, post or otherwise transmit any Content that infringes the intellectual property rights of a third party or which the member is restricted from uploading, posting or otherwise transmitting by operation of law, contract or duty of care; \* use the blog to engage in any unsolicited, unlawful or unauthorised marketing, advertising or promotional activities, including but not limited to the harvesting of addresses and the sending of spam and chain letters; \* upload, post or otherwise transmit any Content that contains any malicious code which is designed to or will have the effect of disrupting in any way and to any degree the operation of this web site or any service provided on it, and of any software, hardware or telecommunications equipment on which it relies for its operation; \* collect and / or store data on any other user or users; \* engage in any commercial activity without the prior written consent of the web site owner.
5. Users acknowledge that their failure to observe these terms and conditions, and particularly a failure to observe the rules set out in clause 3 above, will entitle Ou Grote to immediately and entirely in its own discretion terminate or suspend a user's registration so as to disable their ability to post to the site or take such other steps as it may deem fit.

6. Users further acknowledge and agree that they remain fully responsible for any content which they post or otherwise upload to the site.
7. Users should regard nothing contained in this web site as an offer but rather as an invitation to do business.
8. Under section 42(1)(h) of the Electronic Communications and Transactions Act ("ECT Act"), the cooling-off period set out in section 44 of the Act does not apply to an electronic transaction for the sale of newspapers, periodicals, magazines & books.
9. Under sections 43(1) and (2) of the ECT Act the web site owner is required to disclose the information and procedures set out in these sections in respect of electronic transactions. In the event that a consumer proves that the web site owner has not set out the information and procedures as required then the consumer has the right to cancel the transaction within 14 days of receiving the relevant goods or services under the transaction.
10. Where a transaction has been so cancelled then \* The consumer must return the performance of the supplier and/or immediately cease using the services performed; and \* The supplier must refund all payments made by the consumer less the direct cost of returning the goods, if any.
11. Under section 43(5) of the ECT Act the supplier must utilise a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned. \* This web site does not store any user credit card information; \* Transactions are processed offline and purchasers will be contacted by a representative of the site owner after ordering through the site. \* No obligation will arise on the part of the site owner or any third party providing services or goods through this web site until such time as payment in full has been received in respect of the goods or services ordered.
12. Under section 43(6) of the ECT Act the supplier will be liable for any damage suffered by a consumer as a result of the failure to comply with section 43(5).
13. A record of any order made through the web site or any transaction entered into will be sent to the purchaser after receipt of the order.
14. Copyright in all materials posted to the blog will, unless otherwise noted, remain vested in the author of the material.
15. Users, however, in providing content, irrevocably agree to grant Ou Grote a world-wide, royalty-free and non-exclusive licence to utilise such content in the promotion of the web site.
16. Unless otherwise indicated, users are welcome to copy, download or print out any of the visible text or images on this web site for personal and non-commercial use. Any use of the visible text or images on this web site must be accompanied a copyright notice reflecting the owner of the copyright.
17. Commercial use or other non-personal use may, at the discretion of Ou Grote, be permitted upon prior written request. A request for permission can be submitted by e-mailing nag@ougrote.com.

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

19. Hyperlinks and/or advertisements contained on this web site and directed towards other web sites or users are provided without any warranties or endorsements as to the content, suitability, accuracy or security of the site linked to. This web site in no manner controls or edits the content of sites or pages linked to, and disclaims all liability, direct or indirect, which may arise from the use or inability to use a link or a linked-to web site.

20. This web site collects, processes and stores only such personal information regarding users as is necessary to provide the services offered.

21. This web site may use personal information collected to compile profiles for statistical purposes and trade in these profiles. No information contained in the profiles or statistics will be able to be linked to any specific user.

22. In order to provide the best possible service, this web site may use standard technology to collect information about the use of this site. This technology is not able to identify individual users but simply allows this web site to collect statistics.

23. Ou Grote has no control over and accept no responsibility for the privacy practices of any third party sites to which hyperlinks may have been provided and we strongly recommend that you review the privacy policy of any site you visit before using it further.

24. All content is provided on an "as is" and "as available" basis.

25. Ou Grote makes no representations or warranties, express or implied, including but not limited to warranties as to the correctness or suitability of either the blog or the information contained in it.

26. Ou Grote disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this web site in any manner, or from the use or inability to use the blog.

27. Any information or expressions of opinion found on the blog should not be regarded as professional advice or opinions and users should, where relevant, consult professional advice before acting on the information and/or opinions set out in this web site.

28. Users agree to indemnify and hold harmless Ou Grote, its servants, Ou Grote columnists, subcontractors, subsidiaries and associates from any demand, action or 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 the users use of the blog or any of the services offered through it in any way, including but not limited to the provision of content.

29. The user hereby irrevocably agrees that the law applicable to these terms and conditions of use (including the inability to use the blog), its interpretation and any matter or litigation or other dispute arising from it or in connection with it will be the substantive law of South Africa, without reference to its choice of law principles and provisions.

30. This web site is owned and maintained within the Republic of South Africa. It is hosted in the United States of America.

31. When using this site and agreeing to these Terms and Conditions such use and agreement is deemed to have taken place in Cape Town, South Africa.

32. While Ou Grote takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.

33. Ou Grote will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this web site or attempts to gain unauthorized access to any page on this web site.

34. This web site may, from time to time, run competitions and other promotions. These will be subject to additional terms and conditions which will be made available to users and/or entrants at the applicable time.

35. Data messages, including e-mail messages, sent by users to the web site owner shall be deemed to be received only when acknowledged or responded to.

36. A data messages sent by the web site owner to users shall 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.

37. The web site owner reserves the right not to respond to any e-mail 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 e-mail where necessary.

38. In order to provide a relevant and secure service, and where required to do so under law, the web site owner may monitor and/or intercept electronic communications such as e-mail which are sent to this web site. To the full extent necessary under law the user hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

39. Subject to clause 43, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by the dispute resolution process in accordance with the TrustEnforce.org Mediation and Arbitration rules, which rules are deemed to be incorporated by reference into this clause.

40. Where the dispute has arisen in South Africa between parties in South Africa the place of the arbitration is deemed to be Cape Town, so the arbitration will be governed by these rules and by the arbitration law of South Africa and the dispute will be resolved in accordance with the law of South Africa.\

41. In the case of an international arbitration and notwithstanding clause 29 above, the dispute will be resolved in accordance with the United Nations Convention on Contracts for the International Sale of Goods (1980) (if concerned with the sale of goods) and the UNIDROIT Principles of International general Contracts (1994),

supplemented where necessary by the CENTRAL List of lex mercatoria principles, rules and standards.

42. The language used during the dispute resolution process will be English.

43. Nothing in the above clauses shall have the effect of precluding or preventing the web site owner or any of its subsidiaries or associates from bringing any application or action in the courts of the Republic of South Africa.

44. For further information on Trustenforce.org please visit [www.trustenforce.org](http://www.trustenforce.org).

45. This web site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this web site complies with all applicable laws and regulations.

46. The web site owner accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

47. Automated transactions and searches are subject to these terms and conditions.

48. The use of malicious search technology is prohibited.

49. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

50. Search technology which does not unduly retard the operation of this web site is acceptable but the web site owner reserves the right to prohibit any specific entity from employing search technology on the web site.

51. All .hol (Microsoft Outlook Holiday files) are downloaded and installed completely at the risk of the user. Ougrote is not responsible for any loss or damage directly or indirectly related to the download and installation of these files. Furthermore, if these files contain fixtures or other calendar items, Ougrote is not responsible for the accuracy of the data nor for any loss or damage that may result from the use of the data.

52. Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. Ou Grote will attempt to give notice of any amendments, but reserves the right to effect binding amendments, additions or deletions without notice.

53. In the event of any part of these Terms and Conditions being found to be partially or fully invalid or unenforceable, for whatever reason, such term(s) and/or condition(s) shall be severable from the balance of this Agreement and shall not affect the application or enforceability of the remainder of this Agreement.

54. These Terms of Use contain the record of the entire agreement between the user and the web site owner.

55. Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.

## Information as required by Chapter 7 of the ECT Act Site owner:

www.ougrote.com

E-mail contact: nag@ougrote.com

Physical address: 5 Canterbury Close, Riviera, Johannesburg

Postal address: PO Box 411275, Craighall, Johannesburg, 2024

### Further Legal Documentation

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These documents are for our protection and yours as well. Please read them carefully. If you have any questions, comments, or suggestions about these Legal Notices, please use our Contact Page.

### Privacy Statement

We respect and are committed to protecting your privacy. This Privacy Policy lets you know how your personal information is processed and used at Ougrote. We take extraordinary steps to use your personal information only in ways that are compatible with this Privacy Policy.

#### Information Collection

Ougrote is the sole owner of the information collected from our website. We do not, or will not sell, share, or rent this information to others in ways different from what is disclosed in our privacy statement below.

#### Cookies

A cookie is a piece of data stored on the visitor's hard drive containing information about the visitor. Advertisers connected to Ougrote at times require cookies to track statistics about products and locations, but at no time are these linked to any personal identification. At this time, Ougrote uses cookies only for login convenience.

#### Log Files

Ougrote keeps log files on broad fields to analyze trends, track user movements, and gather data for demographic locations. This is not attached in anyway to visitor's personal identification.

## Sharing

At this time, Ougrote does not share any information with advertisers, merchants, or any other third party.

## Links

Links to other sites outside of Ougrote do not apply to this privacy statement. We are not responsible for privacy policies of other websites linked to Ougrote. Please read the privacy statement of each website linked to Ougrote for information and data use for visitor's personal identification. Our privacy statement applies solely to Ougrote.

## Contests

At any particular time, Ougrote will conduct contests for our visitor's. Visitor participation for these contests is voluntary, and in no way requires the visitor to give out personal information when choosing not to enter in the contest. Collected information may include contact information and demographic information, such as name, e-mail, address, state, ect. This information will be used to notify the winners and award prizes.

## Newsletter

After registering for a Membership, you are given the choice of subscribing to our Newsletter. You can either elect to subscribe or unsubscribe at any time. All information stored on our database is not shared or sold to any third party what so ever. Subscribers wishing to unsubscribe to our newsletter can uncheck the option in their account, using the 'Your Information' link.

## Sending to a Friend

When a visitor chooses to send News, Articles, Reviews, ect, to a friend, the names and e-mail addresses are not logged. Ougrote will send the friend a one-time e-mail inviting them to visit our site. Ougrote will never send another e-mail to the visitor or friend for any purpose.

## Changes of our Policy

If and when our policy statement changes, visitors with Memberships in our databases will be notified of the changes, and provided a link to this page to view the changes. If a visitor decides that our policy does not benefit them, they can use the opt-out option at anytime.

## Disclaimer Statement

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## Terms of Use

### 1. Acceptance of Terms of Use and Amendments

Each time you use or cause access to this web site, you agree to be bound by these Terms of Use, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this web site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Use. Please see our Privacy Statement, which is incorporated into these Terms of Use by reference.

### 2. Our Service

Our web site and services provided to you on and through our web site on an AS IS basis. You agree that the owners of this web site exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this web site and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

### 3. Your Responsibilities and Registration Obligations

In order to use this web site, you must register on our site, agree to provide truthful information when requested, and be at least the age of thirteen (13) or older. When registering, you explicitly agree to our Terms of Use and as may be modified by us from time to time and available here.

### 4. Privacy Policy

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Statement.

### 5. Registration and Password



You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

## 6. Your Conduct

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials (Content), publicly or privately provided, shall be the sole responsibility of the person providing the Content or the person whose user account is used. You agree that our web site may expose you to Content that may be objectionable or offensive. We shall not be responsible to you in any way for the Content that appears on this web site nor for any error or omission.

You explicitly agree, in using this web site or any service provided, that you shall not:

- (a) Provide any Content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this web site or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;
- (b) Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any Content provided by you;
- (c) Collect or harvest any data about other users;
- (d) Provide or use this web site and any Content or service in any commercial manner or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;
- (e) Provide any Content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets.

## 7. Submission of Content on this Web Site

By providing any Content to our web site:

- (a) you agree to grant to us a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology known or later developed;
- (b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Section 7;
- (c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice.

## 8. Third Party Services

Goods and services of third parties may be advertised and/or made available on or through this web site. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

#### 9. Indemnification

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable attorney's fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this web site or service, your provision of Content, your violation of this Terms of Use or any other violation of the rights of another person or party.

#### 10. DISCLAIMER OF WARRANTIES

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Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

#### 11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM OR ARISING OUT OF (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST TO OBTAIN SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

#### 12. Reservation of Rights

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our web site, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our web site or service without our prior written consent.

### 13. Applicable Law

You agree that this Terms of Use and any dispute arising out of your use of this web site or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this web site is located, without regard to its conflict of law provisions. By registering or using this web site and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this web site is located.

### 14. Miscellaneous Information

- (i) In the event that this Terms of Use conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of this Terms of Use will remain valid and intact;
- (ii) The failure of either party to assert any right under this Terms of Use shall not be considered a waiver of any that party's right and that right will remain in full force and effect;
- (iii) You agree that without regard to any statute or contrary law that any claim or cause arising out of this web site or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;
- (iv) We may assign our rights and obligations under this Terms of Use and we shall be relieved of any further obligation.