

TERMS OF USE

www.worktrac.co.za

Introduction

1. This website, together with all content, pages and information available or incorporated in this website, which is accessible at <http://www.worktrac.co.za>, ("this website"), is made available by The Workforce Group (Pty) Ltd and is subject to the terms and conditions set out herein ("the terms and conditions").
2. Any reference to "we", "our" or "us" is a reference to The Workforce Group (Pty) Ltd. Any reference to "you" or "your" is a reference to any person, natural or juristic, using this website.
3. Any employment placement will be subject to our current Standard Terms and Conditions of Assignment.
4. We may amend these terms and conditions from time to time and such amendments will be contained on this website. These terms and conditions also regulate any information electronically submitted by you to us, including via the website and by e-mail.

Acceptance

5. By using, accessing, referring to, or viewing this website (individually or collectively referred to as "use"), you, hereby agree to be bound by these terms and conditions. We may at any time modify any of the terms and the amended terms will be made available on the website. Each time you access the website, you agree to be bound by the terms, as may be modified from time to time.
6. Whilst every effort is made to update the information, data and content on the website, we make no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of any information, data and content on the website. We reserve the right at any time to change or discontinue without notice, any aspect or feature of the website and any information, data or content on the website.
7. You will use the website for lawful purposes only.

Communications and information

8. Your communications to this website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by us or any other competent authority.
9. All instructions, provision of information, consents, requests, data and any other communications (collectively, "information") which purport to originate from you or a person who had authority to act on your behalf in respect of such communication or an information system programmed by or on your behalf to operate automatically (unless it is proved that such information system did not properly execute such programming) (collectively "the originator") and which are sent to us electronically and which may (as a result of interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the information actually sent or given, or may not have been given by you at all, shall be deemed to have been given by the originator in the form actually received by us and you will be bound by such information with no liability of whatever nature attaching to us in regard thereto.
10. We reserve the right, at your cost, at any time to remove any material from the site which we believe to be salacious, defamatory or offensive or which we believe may be in breach of a third party's rights, such as a third party's intellectual property or confidentiality rights. You agree to indemnify us on a full and continuing basis against any loss or damage suffered or costs (including legal costs) incurred by us in defending any action brought against us as a result of any information you have posted on the website.

Your Username and Password

11. You are responsible for all use of this site by using your **user name** and **password**, whether or not such use is made by you or by someone else using your user name and password. You are responsible for protecting and securing your user name and password from unauthorised use. Your user name and password must not be disclosed to another person. If you believe there has been a breach of security of your user name or password, such as theft or your username or password becoming known to someone else or unauthorised use, you must notify us in writing immediately.

Waiver

12. You waive any rights you may have or obtain against us arising from any loss or damage of whatsoever nature which you may suffer as a result of us acting on your information or information purported to emanate from you.

Copyright and Intellectual Property Rights

13. Copyright and all intellectual property rights in all materials, texts, drawings, content and data available on or via the website, including logo's, content, designs, the "look and feel" and "get up" of the website, icons, trade marks and trade names (collectively "the materials") are owned by us, alternatively, we are the lawful user thereof. Any unauthorised copying, reproduction, re-transmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the material, or any component thereof, will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are our registered and unregistered trademarks. Nothing contained on this website should be construed as granting any licence or right to use any trademarks without our express prior written permission.

External links

14. External links may be provided for your convenience, but they are beyond our control and we make no representation in respect of their content or the accuracy thereof. Use or reliance on any external links provided is at your own risk. When visiting external links you must refer to that external links' terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise, to this website, without our express prior written permission.

Limitation of Liability

15. To the full extent permitted by law, we accept no liability in contract, delict or otherwise (including liability for negligence), for loss or damage of any kind, including without limitation, direct or indirect loss or damage, loss of business, revenue or profits, corruption or destruction of data, or any other consequential loss or damage, arising out of your use or inability to use the website, (or other site linked to the website) or in connection with any computer virus or system failure, and we exclude any such liability even if we were expressly advised of the possibility of such damage or loss. Neither us, nor any of our employees shall be liable for any such loss, liability, damage or expense of any aforementioned nature whatsoever, whether caused by or attributable to (i) your access and use of the website; (ii) any failure and/or unavailability of the website for any reason whatever; (iii) your use of or reliance of any information offered on or via the website; (iv) any information submitted by you to us, including via the website; (v) the use by any party and/or reliance by any party on any information submitted by you to us, including via the website.

General

16. These terms constitute the sole record of the agreement between you and us in relation to the subject matter hereof. Neither you nor we shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of the subject matter hereof. No indulgence or extension of time, which either you or us may grant to the other, will constitute a waiver of, or whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
17. We shall be entitled to cede, assign and delegate all or any of our rights and obligations in terms of these terms.
18. All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction, only and only to the extent that it is so unenforceable, be treated as pro non scripto, and the remaining provisions of these terms shall remain in full force and effect.
19. Should we, for any reason, be prevented from fulfilling any of our obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as we are so prevented from fulfilling them, and your corresponding obligations, shall be suspended to the corresponding extent. In the event that force majeure continues for more than fourteen days after it has first occurred, then we shall be entitled (but not obliged) to terminate all of our rights and obligations in terms of or arising out of these terms by giving notice to you. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within our reasonable control, including without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.
20. These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the relevant Court of the Republic of South Africa in respect of any disputes arising in connection with the services referred to herein, or the terms or any matter related to or in connection therewith.