

# DSA TABLE LINEN SPECIALISTS - TERMS & CONDITIONS

## 1. INTRODUCTION

1.1 These Terms and Conditions (“the terms and conditions”) govern your (“the User”) use of the **DSA Table Linen Specialists** Website located at the domain name **www.dsalinen.co.za** (“the Website”).

**1.2 By accessing and using the website, you, the User, agree to be bound by the terms and conditions that are set out in this notice. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.**

## 2. YOUR USE OF THE WEBSITE

2.1 You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including but not limited to: the commission of a criminal offence; to gain unauthorized access to other computer systems; or for the transmission of unlawful material.

## 3. UPDATING OF THESE TERMS AND CONDITIONS

3.1 DSA Table Linen Specialists reserves the right to change, modify, add to or remove from portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted to this Website. It is the User’s obligation to periodically check these terms and conditions at the Website for changes or updates. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these terms and conditions, including such changes or updates.

3.2 While every effort is made to ensure that the information provided on the Website is current and accurate, you should not assume that the information on the Website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this Website.

## 4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

4.1 DSA Table Linen Specialists provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by DSA Table Linen Specialists, its affiliates and/or subsidiary, or any other third party owners of such content. All such proprietary works, and the compilation of the proprietary works, are copyright of DSA Table Linen Specialists, its affiliates or subsidiary, or any other third party owner, of such rights (“the owners”) and is protected by South African and international copyright laws.

4.2 Except as specified in these terms and conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the content.

## 5. LIMITED LICENSE TO USERS

5.1 DSA Table Linen Specialists grants to the User, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content for **personal, non-commercial and information purposes only**.

**5.2 This Website and the content may not be reproduced, duplicated, copyrighted, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of DSA Table Linen Specialists.**

**5.3 The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the content for the benefit of another merchant.**

5.4 The User may not frame nor use framing technologies to enclose the Website or the content nor any part thereof without the express prior consent of DSA Table Linen Specialists.

## 6. GENERAL DISCLAIMER

6.1 You agree to access and use this site entirely at your own risk. Please read the Limitation of Liability clause hereunder.

## 7. LIMITATION OF LIABILITY

7.1 The Website and all content on the Website, including any current or future offer of products or services, are provided on an “as is” basis and may include inaccuracies or typographical errors. DSA Table Linen Specialists makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither DSA Table Linen Specialists nor any holding company, affiliate or subsidiary of DSA, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the Website or any functionality thereof, or of any linked Website, even if DSA Table Linen Specialists is expressly advised thereof. None of the information on this Website should be misconstrued as legal advice and no liability will be accepted for any losses you suffer as a result of acting thereon. In all instances, where you require legal advice, you should contact your own attorney or legal adviser.

7.2 DSA Table Linen Specialists does not warrant that the functions provided by the site will be uninterrupted or error-free, or that the site or the server is free from viruses or other harmful components.

7.3 You will indemnify DSA Table Linen Specialists, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this Website.

## 8. PRIVACY, ACCESS TO AND USE OF INFORMATION

8.1 DSA Table Linen Specialists receives various types of information (“the information”) from Users who access the Website. DSA Table

Linen Specialists makes every effort to protect any information received by it. Despite such undertaking, it is possible for Internet based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet email is vulnerable to interception and forging. DSA Table Linen Specialists will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to DSA Table Linen Specialists through the Internet, or that you expressly or implicitly authorize DSA Table Linen Specialists to make, or for any errors or any changes made to the transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of DSA Table Linen, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these terms and conditions:

(a) **Privacy: casual surfing:** The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed etc. DSA Table Linen Specialists uses this information to determine use of the Website, and to improve content thereon. DSA Table Linen assumes no obligation to protect this information and may copy, distribute, or otherwise use such information without limitation.

(b) **Privacy: unsolicited information:** If the User posts unsolicited content or other information ("the information") to the Website, and unless otherwise indicated, then the User grants to DSA Table Linen a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such information throughout the world in any media. The User grants to DSA Table Linen the right to use the name that the User submits in connection with such information, if they choose. The User warrants that the User owns or otherwise controls all of the rights to the information that the User posts, that the information is accurate; that by the supply of the information to DSA Table Linen, the User does not violate this policy and does not infringe the rights of any person or entity; and that the User indemnifies DSA Table Linen Specialists for all claims resulting from the receipt by DSA Table Linen Specialists of the information the User supplies to it. DSA Table Linen Specialists reserves the right but not the obligation to monitor and edit or remove any information, where posted to public pages. DSA Table Linen Specialists takes no responsibility and assumes no liability for any information posted by the User or any third party.

(c) **Privacy: lawful purposes:** When DSA Table Linen Specialists is served with due legal process requiring the delivery of personal customer information; it has the legal duty to abide by that demand, and will do so.

## 9. CHOICE OF LAW

9.1 This Website is controlled, operated and administered by DSA Table Linen Specialists from its offices as set out below within the Republic of South Africa. DSA Table Linen Specialists make no representation that the content is appropriate or available for use in the locations or countries. Access to the Website from territories or countries where the content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside South Africa, that User is responsible for compliance with all local laws.

9.2 These terms and conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute.

9.3 If any of the provisions of these terms and conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full force and effect. These terms and conditions constitutes the entire agreement between DSA Table Linen Specialists and the User with regard to the use of the content and this Website.

## 10. CONTACT DETAILS

10.1 Telephone: +27 (0)11 440 5888

10.2 Fax: +27 (0)11 440 8184

10.3 E-mail: [info@dsalinen.co.za](mailto:info@dsalinen.co.za)