



attilla inova

2005/089990/23

PO Box 31521, Waverley, 0135

WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE ATTILLA INOVA WEBSITE, WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MAY NOT USE THE ATTILLA INOVA WEBSITE. REASONABLE USE OF THE ATTILLA INOVA WEBSITE SHALL AUTOMATICALLY BIND THE USER TO THIS AGREEMENT.

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Members: SJF Austin Pr Eng, V Thomson

tel: 012 332 5885 • fax: 088 012 332 5885

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DEFINITIONS AND INTERPRETATION

a)

“**the Attila Inova website**” means the Attila Inova website, owned and operated by [Attila Inova](#) and located at <http://www.Attilainova.co.za>, including any page, part or element thereof;

b)

“**Attila Inova**” means [Attila Inova](#), registration number 2001/22608/23, including its subsidiaries, owners, shareholders and branches;

c)

“**User**” means any person who enters or uses the Attila Inova website, notwithstanding the fact that such a person only visits the home page of the Attila Inova website;

d)

References herein to the singular includes the plural and vice versa; and

e)

Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

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1. GENERAL

Attila Inova is a consulting engineering professional practice.

2. ALLOWED USE AND LICENSE

2.1

Attila Inova licenses the User to view, download, save and print the content of the Attila Inova website, provided that such content is used for private, personal, educational and/or non-commercial purposes only or to view, download, save and print this agreement for legal and / or evidential purposes as detailed in section 11(3) of the [ECT Act](#).

2.2

Content from the Attila Inova website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Attila Inova.

2.3

Users may only access, browse and use the Attila Inova website for legitimate personal or commercial purposes and may not use the Attila Inova website or any Attila Inova services and/or products for:

2.3.1

Harmful purposes;

2.3.2

Illegal purposes;

2.3.3

Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and/or

2.3.4

The creation, storage and sending of unsolicited commercial communications.

2.4

The caching of the Attila Inova website shall only be allowed if:

2.4.1

The purpose of the caching is to make the onward transmission of the content from the Attila Inova website more efficient;

2.4.2

The cached content is not modified in any manner whatsoever;

2.4.3

The cached content is updated at least every 12 (twelve) hours; and

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2.4.4

The cached content is removed or updated when so required by Attila Inova.

2.5

If any User uses content from the Attila Inova website in breach of the provisions detailed herein:

2.5.1

Attila Inova reserves the right to claim damages from the User;

2.5.2

Attila Inova reserves the right to institute criminal proceedings against the User; and

2.5.3

Attila Inova shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6

Hyperlinks to the Attila Inova website from any other source shall be directed at the home page of the Attila Inova website. Links beyond the Attila Inova home page may only be used with Attila Inova's prior written consent.

2.7

Attila Inova shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Attila Inova website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Attila Inova website. Persons that wish to link to pages beyond the home page of the Attila Inova website without Attila Inova's prior written consent shall do so at their own risk and indemnify Attila Inova against any loss, liability or damage that may result from the use of such hyperlinks. Attila Inova's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.8

Users may quote small and reasonable amounts of content available from the Attila Inova website and only if such a quote is placed in inverted commas and acknowledged.

2.9

No person may, without the prior written consent of Attila Inova, frame the Attila Inova website in any manner whatsoever.

2.10

Apart from bona-fide search engine operators and use of the search facility provided on the Attila Inova website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy

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content from the Attila Inova website for any purpose whatsoever, without the prior written consent of Attila Inova.

2.11

E-mail addresses, names, telephone numbers and fax numbers published on the Attila Inova website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Attila Inova website may be used to communicate unsolicited communications to Attila Inova and all rights detailed in 45 of the [ECT Act](#) are reserved.

2.12

All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Attila Inova at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

3.1

All intellectual property on the Attila Inova website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Attila Inova and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Attila Inova website are expressly reserved.

3.2

No person may use logos, icons or trade marks from the Attila Inova website as hyperlinks or other purposes without Attila Inova's prior written consent.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Attila Inova website and/or download content from the Attila Inova website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

These terms and conditions as well as product and / or service specific terms and conditions govern the sale of goods and / or the provision of services from or through the Attila Inova website.

Access to the services, content, software and downloads available from the Attila Inova website may be classified as "electronic transactions" as defined in terms of the [ECT Act](#) and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and Attila Inova has, amongst others, the duty to disclose the following information:

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5.1

The full name and legal status of the website owner: [Attila Inova Engineering cc](#), registration number 2005/08990/23.

5.2

Members: <http://www.attillainova.co.za/>.

5.3

Street address: Attila Inova, 107 Waverley Gardens, 779 Codonia Avenue, 0186, RSA.

5.4

Postal address: PO Box 31521, Waverley, 0135, South Africa.

5.5

Physical address for receipt of legal service: 107 Waverley Gardens, 779 Codonia Avenue, Waverley, Pretoria, 0186, RSA.

5.6

Main business: Consulting engineering, see <http://www.attillainova.co.za/>.

5.7

The website address of the Attila Inova is: <http://www.attillainova.co.za/>;

5.8 The official e-mail address of the Attila Inova website is: info@attillainova.co.za.

5.9 Membership of self-regulatory or accreditation bodies: CESA (www.cesa.co.za).

5.10 Codes of conduct to which Attila Inova subscribes: Business Code of Ethics (www.cesa.co.za).

5.11 Access to, saving and printing of terms:

5.11.1

These terms and conditions may be saved by Users by clicking on either the save or print buttons available on the Acrobat Reader toolbar; and

6. CHANGES AND AMENDMENTS

Attila Inova reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

6.1

change these terms and conditions;

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6.2

change the content and/or services available from the Attila Inova website;

6.3

discontinue any aspect of the Attila Inova website or service(s) available from the Attila Inova website; and/or

6.4

change the software and hardware required to access and use the Attila Inova website.

7. PRIVACY

7.1

Attila Inova shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

<http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>

7.2

Attila Inova may electronically collect, store and use the following personal information of Users:

7.2.1 name and surname;

7.2.2 identity number;

7.2.3 passport number;

7.2.4 account number;

7.2.5 area code;

7.2.6 street address;

7.2.7 postal address;

7.2.8 title;

7.2.9 contact numbers;

7.2.10 non-personal browsing habits and click patterns;

7.2.11 e-mail address;

7.2.12 IP address; and/or

7.2.13 User selected username and password.

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7.3

Attila Inova collects, stores and uses the abovementioned information for the following purposes:

7.3.1 Communicate requested information to the User;

7.3.2 Provide services to the User as requested by the User;

7.3.3 Authenticate the User;

7.3.4 Provide the User with access to restricted pages on this website; and

7.3.5 Compile non-personal statistical information about browsing habits, click-patterns and access to the Attila Inova website.

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings. For purposes of this clause, a cookie means a small computer file created by a web browser to save user information for web site.

7.5

Attila Inova may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

7.5.1 Attila Inova shall not disclose personal information from Users unless the User consents thereto;

7.5.2 Attila Inova shall disclose personal information without the User's consent only through due legal process; and

7.5.3 Attila Inova may compile, use and share any information that does not relate to any specific individual.

7.6

Attila Inova owns and retains all rights to non-personal statistical information collected and compiled by the Attila Inova.

8. HYPERLINKS TO THIRD PARTY SITES

8.1

Attila Inova may provide hyperlinks to websites not controlled by Attila Inova ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites.

8.2

Attila Inova does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

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9. SECURITY

9.1

Attila Inova shall take all reasonable steps to secure the content of the Attila Inova website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Attila Inova does not make any warranties or representations that content shall be 100% safe or secure.

9.2

Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#) and the requirements for a valid electronic invoice issued by the South African Revenue Service from time to time, if applicable, Attila Inova is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Attila Inova website.

9.3

Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Attila Inova website or the server and computer network that support the Attila Inova website.

9.4

Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Attila Inova website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Attila Inova harmless against any and all liabilities, damages, risks and losses that Attila Inova and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.

9.5

Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Attila Inova website and Attila Inova reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

9.6

Users who commit any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Attila Inova and its partners / affiliates due to or related to these illegal actions.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1

Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, Attila Inova (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 access to the Attila Inova website;

10.1.2 access to websites linked to the Attila Inova website;

10.1.3 inability to access the Attila Inova website;

10.1.4 inability to access websites linked to the Attila Inova website;

10.1.5 content available on the Attila Inova website;

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10.1.6 services available from the Attila Inova website;
10.1.7 products available from the Attila Inova website;
10.1.8 downloads and use of content from the Attila Inova website; and/or
10.1.9 any other reason not directly related to Attila Inova's gross negligence.

10.2

Attila Inova website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Attila Inova, that the content available from and through the Attila Inova website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3

Information, ideas and opinions expressed on the Attila Inova website should not be regarded as professional advice or the official opinion of Attila Inova and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Attila Inova website.

10.4

Attila Inova does not make any warranties or representation that content and services available from the Attila Inova website shall in all cases be true, correct or free from any errors. Attila Inova shall take all reasonable steps to ensure the quality and accuracy of content available from the Attila Inova website.

10.5

Attila Inova does not make any warranties or representations that the Attila Inova website shall be available at all times. Users acknowledge that the Attila Inova website may be unavailable due to updates or other causes beyond the reasonable control of Attila Inova, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

11. COMMENTS

Attila Inova does not edit or scan comments posted by the User or e-mails from the User to Attila Inova or the Attila Inova website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings. Users use the forum service at their own risk and indemnify Attila Inova against any liability, loss and/or damage resulting from a User's postings.

12. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Attila Inova website to Attila Inova and Attila Inova undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

13. INTERCEPTION OF COMMUNICATIONS

13.1

Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Attila Inova's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as

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defined in the [ECT Act](#)) send or posted by the User to the Attila Inova website, its staff and employees. The RIC Act may be downloaded from:
<http://www.info.gov.za/acts/2002/a70-02/>.

13.2

The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the RIC Act.

14. ENTIRE AGREEMENT AND SEVERABILITY

14.1

These terms and conditions constitute the entire agreement between Attila Inova and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Attila Inova from the User.

14.2

Any failure by Attila Inova to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

14.3

In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Attila Inova agree that:

15.1

the User shall be bound to these term and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the Attila Inova website for the first time;

15.2

data messages (as defined in the [ECT Act](#)) addressed by the User to Attila Inova shall only be deemed to have been received if and when responded to or when receipt is acknowledged. Notwithstanding section 23(1)(b) of the [ECT Act](#), Attila Inova shall not be deemed to have received a data message if such data messages are blocked and / or filtered and / or destroyed by Attila Inova's content filtering and virus security systems;

15.3

data messages (as defined in the [ECT Act](#)) addressed to the User by Attila Inova shall be deemed to be received by the User as detailed in section 23(1)(b) of the [ECT Act](#);

15.4

data messages (as defined in the [ECT Act](#)) addressed to the User by Attila Inova shall be deemed to be sent from the location(s) as detailed in section 23(1)(c) of the [ECT Act](#);

15.5

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data messages (as defined in the [ECT Act](#)) addressed by the User to Attila Inova shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa; and

15.6

electronic signatures, encryption and/or authentication are not required for valid electronic communications between the User and Attila Inova.

16. APPLICABLE AND GOVERNING LAW

The Attila Inova website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5.22, the South African law enforced by the South African courts governs the use or inability to use the Attila Inova website, its content, services, products and these terms and conditions.

17. LEGAL COSTS

Attila Inova shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

END

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