

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE****1) TERMS OF WEBSITE USE**

These terms and conditions ("terms of use") (together with the documents referred to in it) tells you on what basis you may make use of our website [www.paterva.com](http://www.paterva.com) and/or any social network site we make available (**our site**).

By using our site in whatsoever manner, you confirm that you are 18 years and older and that you accept these terms of use and that you agree to comply with them.

**2) OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- a) Our **Privacy Policy** which sets out the terms on which we process any personal information we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all personal information provided by you is accurate.
- b) If you download our Maltego software, the applicable software license agreement will apply ([click here](#) to view the license agreements).

**3) CHANGES TO THESE TERMS AND OUR SITE**

- a) We reserve the right to amend these terms or any other term(s) as referred to under these terms of use (including this clause) at any time. The amendments will be applicable when published on our site.
- b) We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

**4) ACCESSING OUR SITE**

- a) We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or discontinue all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- b) You are responsible for making all arrangements necessary for you to have access to our site.
- c) You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**5) PROHIBITED USES**

When using our site, please avoid to:-

- a) breach any law or regulation or do something that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- b) Use the contact details on our sites to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)...we don't like it.

- c) transmit any data, or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- d) reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- e) access without authority, interfere with, damage or disrupt and part of our site or the equipment or network on which the site is stored.
- f) copy, adapt, redistribute or modify any part of the our site or frame, "mirror", data-mine or cache the site or reverse engineer, modify, download, decompile or create a derivative work of the software available or content, or any part thereof without prior written permission from us.

## 6) INTELLECTUAL PROPERTY RIGHTS

- a) We are the owner and/or the licensee of the intellectual property rights (means, but shall not be limited to, concepts, know-how, data processing techniques, copyrights, patents, designs, inventions, trademarks, which are created, invented and/or developed, registered or unregistered) in our site, and in the material published on it. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- b) You may copy, and may download extracts, of any page(s) from our site for your **personal use** and you may draw the attention of others to content posted on our site or by sharing same via social networks.

## 7) NO RELIANCE ON INFORMATION

- a) The content on our site is provided for **general information only**. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- b) Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, free from errors or up-to-date.

## 8) LIMITATION OF OUR LIABILITY

- a) Our site is provided "as-is" and on an "as-available" basis. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- b) We will not be liable for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, including (not limited to) special and consequential damages), relating to our site or the personal information of any user or material and information transmitted over our information systems. Whilst every reasonable care has been taken in writing and compiling our site, we accept no responsibility for any loss or damage that may be sustained as a result of reliance by any person on the information contained in the website.

- c) We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- d) Different limitations and exclusions of liability will apply to liability arising as a result of utilisation of our software by you, which will be set out in the relevant [license agreement](#).

## 9) UPLOADING CONTENT TO OUR SITE OR SOCIAL NETWORK SITES

- a) Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must:-
  - i) Not breach any law or promote any unlawful actions;
  - ii) Not deceive any person or give the impression that the content emanate from us;
  - iii) Not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
  - iv) Ensure the content is accurate and not made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence or cause annoyance, inconvenience or be likely to harass, upset, embarrass, alarm or annoy any other person.
- b) You will be liable to us and indemnify us and our directors against any claim whatsoever as a result of your content uploaded to our site. **This means you will be responsible for any loss or damage we or any third party suffer as a result of your content upload to our site.**
- c) We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will notify you as soon as reasonable possible on receipt of such third party claim.
- d) We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
- e) We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards.
- f) The views expressed by other users on our site do not represent our views or values.

## 10) SECURITY

- a) Although we are not obliged to provide security on the our site we feel it is important that your information or any communication between us is dealt with in the most secure manner reasonable possible, however because of the nature of the internet we cannot warrantee that your communications with us via the site is completely secure;
- b) To provide adequate security to all users of the site and to monitor activities prohibited you hereby agree to our right to intercept, monitor, block, read, delete or accesses all data sent to the site or any other communication facility, e.g. email, Skype or fax to email application;
- c) It is our policy to virus check documents, files and software before they are posted on a site. However, we cannot guarantee that documents, files or software downloaded from the site will be free from viruses and we do not accept any responsibility for any damage or loss

caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you will not post or provide to us via the site, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via the site.

#### **11) LINKING TO OUR SITE**

- a) You may link to our site, but only to the home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- c) You must not establish a link to our site in any website that is not owned by you.
- d) Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- e) We reserve the right to withdraw linking permission without notice.

#### **12) THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

- a) Where our site contains links to other sites and resources provided by third parties, these links are provided for your convenience and information only.
- b) We have no control over the contents of those sites or resources and make no warranties about them.

#### **13) BREACH, SUSPENSION & TERMINATION**

- a) We will determine, in our discretion, whether there has been a breach of these terms of use through your use of the site. When a breach has occurred, we may take such action as we deem appropriate. We exclude liability for actions taken in response to breaches of these terms and conditions.
- b) All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing its rights in terms hereof shall be recoverable from you if the above rights are successfully enforced.
- c) No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- d) Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

#### **14) APPLICABLE LAW & JURISDICTION**

- a) If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by the Republic of South Africa law. You and we both agree to that the courts of South Africa will have exclusive jurisdiction.

- b) Kindly take note: No term, condition and/or provision of these Terms of use is intended to limit your, as the case may be, right to settle a dispute concerning the Consumer Protection Act of 2008 (to the extent applicable) using the mechanisms provided for therein.

## 15) ELECTRONIC COMMUNICATIONS & CONTRACT BETWEEN US

- a) Data Messages (as defined in the Electronic Communications and Transactions Act of 2002) sent from us to You have been sent from our Premises;
- b) A Data Message is deemed to be sent:-
- (1) By us, at the time shown on the message as having been sent, or if not so shown, at the time shown on our information system as having been sent;
  - (2) By You, at the time when we confirm receipt thereof.
- c) A Data Message is deemed to be received:-
- (1) By us: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by us that it does give legal effect to the Data Message;
- d) All information that are incorporated by using hyperlinks and / or other methods of reference form part of these terms of Use;
- e) **Expression of intent – use of our site:** For purposes of electronic communications between you and us no electronic signature is required; the mere sending of a Data Messages or browsing of our site(s) demonstrates your intent to be a party to this agreement;
- f) **Expression of intent – use of software:** by clicking on "I accept" or "I agree" or actually signing the relevant software license agreement prior to the download of our software you agree to the relevant license agreement.

## 16) CONTACT US

- a) **In terms of our site** (functionality or any recommendations) you can send us an email to [info@paterva.com](mailto:info@paterva.com)
- b) **For customer services:** please use the message facility as per our Contact Us page.
- c) **For complaints: it is important to us that you are satisfied with or services.** Please contact us first if you have a complaint or any other service and/or goods related issue. You can use the message facility as per our Contact Us page.
- d) For any legal documentation or notices (hopefully this will never be required) we select the following address: **Physical address:** Unit 507, 62 Roeland Street, Gardens, Cape Town, South Africa, 8001, or [legal@paterva.com](mailto:legal@paterva.com) (Marked for the attention of: **Managing Director**)
- e) If it is required to send you any legal document or notice we will send it to the last address / contact details you have supplied us with.