

PECS LINX: SALARY SURVEY WEBSITE

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS OF USE

- 1.1 These Terms and Conditions govern your (referred to herein as “the User”) use of the P E Corporate Services’ (referred to herein as “the Service Provider”) PecsLinx Salary Survey website located at domain name www.pecslinx.co.za “the Website” / or “the Site”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download and/or otherwise copy or distribute content obtained on the Website.
- 1.2 The Service Provider reserves the right to periodically change, modify, add to or remove portions from or the whole of these Terms and Conditions without notice, and the User is responsible for checking these Terms and Conditions periodically for revisions. All amended terms become effective upon posting on the Website, and any use of this Website after such revisions have been posted signifies User’s consent to the changes.

2 USE OF WEBSITE AND INTELLECTUAL PROPERTY

- 2.1 Subject to the Terms and Conditions set out herein, the User is provided a revocable, limited, personal, non-exclusive, non-transferable right to access and use the Website content for the sole purpose of obtaining online salary survey information and taking in the online survey for non-commercial internal use.
- 2.2 The content displayed on the Website includes, without limitation:
- 2.2.1 copyright (the “Copyright”) in the copyrighted works, including without limitation, literary works and artistic works owed by the Service Provider; and
 - 2.2.2 trade marks, trade name, service marks, logos and trading names (The Trade Marks”) which are proprietary to the Service Provider.
- 2.3 All such Copyright and Trade Marks are protected by South African and International copyright and trade mark laws.
- 2.4 All rights in and to the Copyright and the Trade Marks in the content on the Website is reserved and retained by Service Provider.

2.5 Under no circumstances is the User entitled to sub-licence access to, or use of, any of the Website or the content on the Website. The User's employees and contractors (if any) may use the content on the Website for the purposes authorised under these Terms and Conditions, provided that each such employee or contractor has agreed to comply with the terms hereof and further provided that the User remains jointly and severally liable for any breach of the terms hereof by such employees or contractors.

2.6 The User is solely responsible for the use of the content of the Website.

3 RIGHTS RESERVED

3.1 All rights of any kind in respect of this Website which are not expressly granted in these Terms and Conditions are entirely and exclusively reserved to and by the Service Provider.

3.2 The Service Provider reserves the right to stop the User from using the Website upon breach of any Terms and Conditions set out herein, and to make any claims or institute legal action or take any steps that the Service Provider deems appropriate to address such breach.

4 AVAILABILITY OF SERVICE PROVIDER'S WEBSITE AND SERVICES

4.1 The Service Provider aims to offer the best products and services possible, but makes no warranty that access to and use of the Website, the contents of the Website and any services and/or products offered on the Website will meet the User's requirements, and cannot guarantee that this service will be free of any errors and mistakes or inaccuracies, or that there will not be any interruption in service whilst the User is using the Website.

5 PAYMENT

5.1 Payment in respect of all services offered from this Website is required in advance of accessing and using the Website and shall be made as follows:

5.1.1 The User shall complete the Service Providers confirmation of order and registration form.

5.1.2 The Service Provider will forward an invoice for the goods and services available on the Website to the User who shall make payment to the Service Provider either by direct bank transfer or by any other mutually agreed arrangement.

- 5.1.3 Once payment has been received by P E Corporate Services, the User will receive its annual User name and password. The user name and password will be sent via email as per the contact details completed on the registration form in 5.1.1 above.
- 5.1.4 The User will be furnished access to the goods and services available on the Website subject to the terms and conditions set out herein, for a period of one year from the date of receipt by P E Corporate Services of the consideration payable in accordance with clauses 5.1.2 and 5.1.3 above.

6 USERNAME, PASSWORD AND SECURITY

- 6.1 The Service Provider shall issue the User with a username and password for access to the Website and the User agrees to accept liability and responsibility for all activities that occur and transactions that are entered into using that username and password; and undertakes:
 - 6.1.1 responsibility for maintaining the confidentiality of the username and password issued to User;
 - 6.1.2 to logout at the end of each session;
 - 6.1.3 to notify the Service Provider immediately of any unauthorised use of User's account or of any breach of security;
 - 6.1.4 the Service Provider will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. The User could, however, be held liable for losses incurred by the Service Provider or another party due to someone else using User's account or password.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Website displays content which consist of copyrighted works, owned by the proprietors of such copyrighted works, including the Service Provider, its affiliates and all subsidiaries, or any other third party owners of such content ("the Content Providers"). The salient terms and conditions of use of the Content on the Service Provider's Website are set out in these Terms and Conditions, and it is the User's responsibility to familiarise itself with the content of these Terms and Conditions.
- 7.2 The copyrighted works may include without limitation literary works, musical works, artistic works, sound recordings, cinematographic films, sound and television broadcasts, programme carry signals, published editions and computer programs ("the Content").

- 7.3 All such Content, and the compilation of the Content, is protected by South African and International copyright laws.
- 7.4 The User shall not have the exclusive right to use the salary survey information and other Content that they purchase from the Service Provider's Website.
- 7.5 All rights in and to the Content is reserved and retained by the Service Provider.
- 7.6 The User is not granted a licence or any other right including without limitation under copyright, trade mark, patent or other intellectual property rights in and to the Content, other than as specified in these Terms and Conditions.
- 7.7 All Content downloaded or otherwise copied from this Website may only be stored and/or presented regardless of format, in conjunction with copyright, trade mark, patent or other intellectual property rights or other appropriate notice in conjunction with the Content of the Website.

8 NO WARRANTY

- 8.1 This Website and the Content are provided "AS IS" without warranty of any kind, either express or implied.
- 8.2 The Service Provider makes no warranties, nor shall The Service Provider be liable, for any claims related to or arising from the User's use of Content which:
- 8.2.1 has been downloaded from this website;
 - 8.2.2 has been modified by the User; or
 - 8.2.3 has been combined by the User with other content, products or materials.
- 8.3 In particular, the Service Provider makes no warranty in respect of:
- 8.3.1 malicious code – The Website does not have a malicious code. The User acknowledges and accepts the responsibility to obtain and operates its own anti-virus protection;
 - 8.3.2 secure communications – the Website is accessible via the Internet, and communications transmitted via the Internet are susceptible to monitoring and interception. The User is urged to exercise restraint and caution in all communications, and to apply industry – standard protection measures to their systems.

8.4 Specifically, the Service Provider does not make any representations, endorsements or warranties, express or implied, concerning the availability, currency, accuracy, or completeness of the Website or the Content or the reliability of information displayed at or otherwise made available through the Website.

9 LIMITATION OF LIABILITY

9.1 Under no circumstances shall the Service Provider or Suppliers, their principals, shareholders, directors, officers, employees, affiliates, contractors, subsidiaries, or parent organisations, be liable for any direct or indirect, special or consequential, or other damages whatsoever (including, without limitation, injury to person or to personality, lost profits, liability for VAT, lost business from clients, lost or damaged data or databases, business interaction, loss of information, programs or other data) relating to, or arising from use of the Website or the Content, or failure to provide services that the User orders from the Service Provider, including without limitation, damages arising from mistake, omission, virus, delay or interruption of service.

9.2 Under no circumstances shall the Service Provider be liable or responsible for any damages or consequences arising from or related to the User's inappropriate or unauthorised use of this Website or its content.

9.3 The Service Provider shall not be liable for any mistakes or errors found in use of Content from their Website and published in newspapers, magazines or any other printed publication, or other media.

9.4 The Service Provider is not liable to the User or any third party for loss of profits, loss of contracts, loss of anticipated savings, data, goodwill and revenue or any indirect or consequential loss, arising from breach of contract or howsoever arising.

9.5 The Service Provider is not liable for the User's breach of taxation, competition; restraint of trade or competition (anti-trust) legislation or regulations.

9.6 The Service Provider is not liable for any personal liability incurred by a director or officer of the User when acting in that capacity or managing the User's business, or the User's breach of any fiduciary duty.

10 INDEMNITY

10.1 User hereby indemnifies the Service Provider and all parties from whom The Service Provider has licensed portions of Content ("the Suppliers"), and their directors, officers and employees, against all claims, losses, liabilities, costs and expenses, including reasonable legal fees arising out of or in connection with:

- 10.1.1 any claim by any third party (including but not limited to other users of the Service Provider's Website etc.) that the User of this Website, the Content or the services offered at this Website are defamatory, offensive or abusive, or of an obscene or illegal nature, or otherwise constitutes a breach of any applicable law, regulation or code of practice;
 - 10.1.2 any claim by any third party that the use by the User of this Website, the Content, or the products or services offered at the Website, infringes that third party's intellectual property rights of whatever nature; and
 - 10.1.3 any fines or penalties imposed by any legal or regulatory authority in connection with the above prohibited activities.
- 10.2 The User will indemnify the Service Provider against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.

11 USER'S WARRANTIES

- 11.1 The User further warrants that, when using the Website, the User will not:
- 11.1.1 use it for the purpose of transmitting spam or unsolicited messages;
 - 11.1.2 falsify or delete any copyright related information, such as author attributions, legal or other proprietary notices or proprietary designations or labels of the original source of software or other material in the content;
 - 11.1.3 create a false identity for the purpose of misleading others, or gain access to or use of the Website through any username and password other than the User's own username and password;
 - 11.1.4 use any material or information, including images of photographs, which are made available through the Website in any manner which infringes any copyright, trade mark, trade secrets, patent, or other proprietary right of any party, for the dissemination of unlawful, harassing, defamatory, abusive, vulgar, obscene or otherwise objectionable material, for the transmission of material that constitutes or encourages conduct amounting to a criminal offence, or that is likely to result in civil liability, or otherwise breaches any applicable law, regulation or code of practice, the User may not use hacker or cracker technologies or applications to test or penetrate the site;
 - 11.1.5 use for any obscenity, racial or pornographic material.

12 HYPERLINKS TO THIRD PARTY SITES

This Website may contain links to third party Websites for the User's convenience. The Service Provider has no control over such Websites, and the inclusion of a link to a third party Website does not imply a warranty, representation or endorsement by the providers of that third party Website, its content, nor any products or services offered through that Website. If the User clicks through to a third party Website, the User will leave the Website, and visit those Websites at the User's own risk.

13 RELAXATION / NON-WAIVER

13.1 No relaxation by The Service Provider of any of the Terms or Conditions will be binding for any purpose unless expressed in writing and signed by the Service Provider. Any such relaxation will be effective only in the specific instance and for the purpose given.

13.2 No indulgence granted by the Service Provider shall constitute a waiver or abandonment of any of its rights in terms of these Terms and Conditions. The Service Provider shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against User which may have arisen in the past or which may arise in the future.

14 CHOICE OF LAW, JURISDICTION

These Terms and Conditions shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

15 REQUIRED INFORMATION IN TERMS OF ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT NO. 25 OF 2002 (ECT ACT)

The following information is required to be published by the Website owner in terms of Section 43 (1) of the ECT Act:

15.1 Full name of Website owner: **P E Corporate Services SA (Pty) Limited**

15.2 Registration Number: **2005/036966/07**

P E Corporate Services directors are: **M Trollip (Chief Executive Officer & Managing Director), M J R Westcott (Executive Chairman), G Pansegrouw, P Havenga, J A Yarham**

15.3 Physical address and *domicillia citandi et executandi*: **77 Bristol Road, cnr Oxford Road, Parkwood, Johannesburg**

- 15.4 P E Corporate Services telephone number: **(011) 442-4334**
- 15.5 P E Corporate Services URL and e-mail address: <http://www.pecslinx.co.za> / info@pecslinx.co.za
- 15.6 Code of conduct that The Service Provider subscribes to: **Code of Conduct of the Institute of Management Consultants of Southern Africa**
- 15.7 Alternative dispute resolution: Any dispute regarding access to or use of this Website, the content, and these Terms and Conditions, shall be referred for expedited arbitration in terms of the rules of the Arbitration Foundation of South Africa, to be heard in Braamfontein, Johannesburg, in English.
- 15.8 Cooling-off period: The provisions relating to the 7-day cooling-off period provided for in Section 44 of the ECT Act do not apply to services provided via the site, in accordance with Section 42(1)(d) of the Act.

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This Website was most recently updated on the **26 June 2015**.