

Terms and conditions

Nampak Ltd provides the Nampak Ltd Website subject to the user's compliance with the terms and conditions stated below.

Please read this before accessing the Nampak Ltd site. By accessing the Nampak Ltd site, you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you may not access or use the Nampak Ltd site.

1. Rules

While visiting the Nampak Ltd site, you may not:

Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Nampak Ltd site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Nampak Ltd site or the Internet

Post or transmit any information or software, which contains a virus, trojan horse, worm or other harmful or disruptive component

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Nampak Ltd site which is protected by copyright, or other intellectual property right, or derivative works with respect hereto, without obtaining permission from the copyright owner or right holder.

2. Monitoring

Nampak Ltd has no obligation to monitor the Nampak Ltd site. However, you agree that Nampak Ltd has the right to monitor the Nampak Ltd site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Nampak Ltd site properly, or to protect itself or its subscribers. Nampak Ltd will not intentionally monitor or disclose any private electronic mail message unless required by law. Nampak Ltd reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

3. Privacy

Nampak Ltd cannot ensure or guarantee privacy for Nampak Ltd users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user and Nampak Ltd and its affiliates, suppliers and related companies shall be relieved of all liability in connection therewith.

4. Buying over the Internet

When making purchases or conducting other transactions through the Nampak Ltd site or the Internet, you may be asked by the Merchant or Information or Service Provider, to supply certain information, including credit card or other payment mechanisms. You agree that all information you provide any merchant or Information or Service Provider through the Nampak Ltd site will be accurate and complete. You agree to pay all charges incurred by you or other users of your account or credit card or other payment mechanisms at the prices in effect when such charges are incurred. You will also be responsible for paying all applicable taxes, if any, relating to purchases on the Nampak Ltd site. Nampak Ltd is in no way responsible for any charges you or any user of your account incurs when making purchases or other transactions in this manner.

5. Limitation of Liability

Nampak Ltd takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the Nampak Ltd site. Further, Nampak Ltd makes no representations about the suitability of any of the information contained in documents and related graphics on the Nampak Ltd site for any purpose. All such documents and related graphics are provided without warranty of any kind. In no event shall Nampak Ltd or its suppliers or affiliates be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service.

6. Recourse

If you are dissatisfied with the Nampak Ltd site or with any terms, conditions, rules, policies, guidelines, or practices of Nampak Ltd in operating the Nampak Ltd site, your sole and exclusive remedy is to discontinue using the Nampak Ltd site.

7. Confidential Information

You authorise Nampak Ltd to collect from any party and to retain all relevant information relating to your use of the Nampak Ltd site and you hereby authorise any party to provide us with such information.

8. Indemnity

You agree to defend, indemnify and hold Nampak Ltd and its affiliates, suppliers and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of the Nampak Ltd site or the Internet or the placement or transmission of any message, information, software or other materials on the Nampak Ltd site or on the Internet by you or users of your account.

9. Trademarks

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10. Miscellaneous

This Agreement, including any and all documents referenced herein, constitute the entire agreement between Nampak Ltd and the user pertaining to the subject matter hereof. Nampak Ltd's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement were determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the prevailing laws of South Africa.