

Terms of Use



1. INTRODUCTION

- <https://www.hepstar.com> (collectively “**the Site**”) is a domain of Hepstar Financial Services (Pty) Ltd, registration number 2013/139291/07 (“**Hepstar**”), an authorised financial services provider in South Africa (FSP no: 45097). Use of the Site by you (“**the User**”) is subject to the terms and conditions contained herein (“**Terms of Use**”). By using the Site, the User agrees to the terms contained in the Terms of Use.

2. DEFINITIONS

- Product means any product or service product presented on the Site and supplied by Suppliers.
- Supplier means a third party indicated on the Site as being a supplier partner of Hepstar or a supplier of a product or service product by way of its name, branding or documentation appearing on the Site in relation to a Product.
- Distributor means a third party indicated on the Site as being a distributor partner of Hepstar.

3. SUPPLIER, DISTRIBUTORS AND PRODUCTS

- Hepstar does not represent to be an agent or representative of any Supplier and Distributor partner presented on the Site.
- Hepstar does not provide any warranty or guarantee, expressed or implied, as to the suitability of Products presented on the Site for any particular purpose.

4. USER LIABILITY AND SECURITY

- Despite its efforts to avoid same, Hepstar does not guarantee that all files provided on the Site for download by the User will be free from malware. The User must have adequate security measures such as antivirus software in place when using the Site.
- The User must scan any document or file it uploads to the Site for malware and indemnifies Hepstar against any loss or damages resulting from the User uploading of malware to the Site.

5. LIMITATION OF LIABILITY

- Hepstar shall not be liable for the performance of a Product, acts, errors, omissions, representations, warranties, breaches or negligence of any Supplier or Distributor, for any personal injuries, death, property damage or other damages or expenses resulting from the aforementioned.

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- Hepstar shall not be liable for loss, damage, consequential or special damages, accident, injury, illness, harm, trauma, death, delay or inconvenience to the User or their property, except if directly or indirectly arising from the gross negligence or wilful misconduct of Hepstar, its employees or agents, in which case any such liability will be limited to R10 000.
- Hepstar shall not be liable for loss, damage, consequential or special damages resulting from any virus transmitted to the User during the use of the Site.

6. ACCESS AND USE OF THE SITE

6.1. License to use

- The User is granted conditional, non-exclusive, non-transferable license to browse the Site, download or print content from the Site. The User's license shall be subject to the following conditions:
 - The User may not use the Site to publish unlawful content, including that of an offensive or defamatory nature or which constitute an infringement of intellectual property of Hepstar, a Supplier, a Distributor or another third party;
 - The User may not assign, transfer or sublicense any rights in terms hereof;
 - Any content copied or downloaded from the Site will remain identified as being of Hepstar origin;
 - The User may not data-mine, cache or reverse engineer the Site;
 - The User may not copy, modify or create derivative works of the underlying software of the Site;
 - The User may not violate any restrictions or security measures used to prevent or secure access, including the uploading or submitting of damaging code or malware;
 - Hepstar may suspend or block the User's access at any time and for any reason in its sole discretion.

6.2. Capacity to use

- The User must be at least 18 years of age with legal capacity to use the Site and enter into the Terms of Use.
- When using the Site behalf of or to the benefit of a third party (natural or juristic), the User confirms its authority to act on behalf of same.

7. LINKS TO THE SITE

- The User may not hyperlink to the Site unless agreed by Hepstar.
- Notwithstanding the aforementioned, if the User were to hyperlink to the Site, no relationship shall be created between Hepstar and the User as a result and Hepstar disclaims any liability for information presented or representations made on the User's site or documentation from which the Site is accessed.

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8. PRIVACY

- For more information, please refer to the Hepstar Privacy Policy made available on the Site.
- The User explicitly consents to Hepstar monitoring, intercepting, reading, blocking, deleting or accessing any data sent by the User to the Site or to any other communication medium such as electronic mail or instant messaging for purposes of preventing and monitoring activities prohibited by Section 86 of the Electronic Communications and Transactions Act, 25 of 2002, which shall be done in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002.

9. ACCESS TO INFORMATION

- The User's right to receive confirmation of the personal information of the User that is processed and stored by Hepstar can be enforced by following the procedures set out in the Promotion of Access to Information Act Manual made available on the Site.

10. INTELLECTUAL PROPERTY RIGHTS

- All rights in and to any copyright material (text, design aspects, imagery and video media), trademarks (logos, slogans), domains and underlying source code of Hepstar (collectively "Intellectual Property") remain strictly reserved by Hepstar as the author, creator or licensor of same notwithstanding the User's access to and license to use the Site. Any rights in and to any Intellectual Property provided by Suppliers or Distributors are likewise reserved by the relevant Suppliers or Distributors respectively.
- Intellectual Property rights shall remain the exclusive property of Hepstar, the relevant Supplier or Distributor as the author or licensor thereof. The User agrees not to:
 - use, copy, modify, distribute or translate any Intellectual Property without the express written consent of Hepstar, the relevant Supplier or Distributor;
 - use the Intellectual Property for the User's personal use and or for any commercial purpose or gain; and
 - modify or remove any marks or text from anything downloaded or otherwise retrieved from the Site that identifies same as Intellectual Property.

11. BREACH

- Hepstar shall have the right to enforce the following remedies without prejudice to any other rights it may have in terms of the governing law, should the User be in breach of the Terms of Use:
 - Forthwith terminate the Terms of Use with and claim damages from the User;
 - Obtain an order for the specific performance and payment of damages by the User; and
 - Commence criminal procedures against the User where applicable.

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- Any and all costs and expenses incurred by Hepstar following the successful enforcement of its rights and remedies mentioned in 11.1 shall be recoverable from the User, including, without limitation, legal costs on the attorney and own client scale and commission charged for collection.
- No waiver by Hepstar to enforce a remedy in respect of a breach by the User shall constitute a waiver of any other prior or subsequent breach by the User and Hepstar shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the User.

12. MISCELLANEOUS

- The Terms of Use constitutes an agreement between Hepstar and the User when the User accesses the Site and is deemed to be concluded in Cape Town, South Africa. Data messaging sent to or by Hepstar is deemed to be have been sent to or from Hepstar's place of business respectively.
- The Terms of Use sets forth the entire, complete and exclusive agreement and understanding between Hepstar and the User relating to the subject-matter.
- Information incorporated by means of hyperlinks or other reference forms an inseparable part of the Terms of Use.
- Any variation of the Terms of Use shall only be effective and binding if agreed in writing by Hepstar and the User and the intention to amend it is clearly expressed.
- Hepstar reserves the right to make changes to the Site at any time without notice to the User.
- If Hepstar's performance in respect of a provision of the Terms of Use is prevented, delayed, restricted or interfered with by reason of an event beyond its control or a force majeure event, Hepstar shall be excused from such performance to the extent of such prevention, restriction or interference. No such failure or omission in performance shall be deemed a breach or create any liability on the part of Hepstar.
- If one or more of the provisions of the Terms of Use become, in part or in full, invalid, ineffective, illegal or unenforceable, the validity of the rest of the Terms of Use shall remain unaffected. Any such invalid, ineffective, illegal or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose as of such invalid, ineffective or unenforceable provision as regards the subject-matter, amount, time, place and extent. The aforesaid shall apply mutatis mutandis to any omission from the Terms of Use.
- Provisions in the Terms of Use which require adherence after the termination or expiry of the Terms of Use shall survive the termination or expiry of the Terms of Use and continue in full force and effect.

13. GOVERNING LAW

- The Terms of Use shall be subject to South African Law and the South African Courts shall have exclusive jurisdiction over any dispute arising from use of the Site.