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If You are a consumer as defined in the ECT Act and the goods and services You are using are not excluded from protection, You may have certain rights as a consumer under Chapter VII of the ECT Act.

A consumer is defined in the ECT Act as a natural person who enters or intends entering into an electronic transaction with a supplier as the *end user* of the goods or services offered by that supplier.

For more information on these rights visit Acts Online or [www.acts.co.za](http://www.acts.co.za) or [http://www.acts.co.za/ect\\_act/index.htm](http://www.acts.co.za/ect_act/index.htm) and refer to Chapter VII. If You need more information regarding this, please contact Bay Engineering (Pty) Ltd. Nothing in these Terms will be interpreted to deny consumers of any of the rights given to them under the ECT Act.

**Required by Section 43 of the South African Electronic Communications and Transaction Act**

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2. The full address of the Site owner is 60 Solomon Jefferson Mahlangu (Atlas) Road, Anderbolt, Boksburg
3. Membership to self-regulatory or accreditation bodies: NA
4. Codes of conduct to which this Site subscribes: NA
5. Legal persons: Charles Smith, Etienne Labuschagne
6. Physical address for receipt of legal service: 60 Solomon Jefferson Mahlangu (Atlas) Road, Anderbolt, Boksburg
7. Main business: Manufacturing

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  - 1.2. You shall not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium whatsoever; and
  - 1.3. You shall otherwise comply with the terms and conditions of these Terms and Privacy Policy.
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12. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:
  - 12.1. Any message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is unlawful, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
  - 12.2. Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, national or international law,
  - 12.3. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
  - 12.4. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Bay Engineering (Pty) Ltd;
  - 12.5. Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;

- 12.6. Private information of any third party, including, without limitation, surname, addresses, phone numbers, email addresses, identity numbers and credit card numbers;
- 12.7. Viruses, corrupted data or other harmful, disruptive or destructive files; or
- 12.8. Content or links to content that, in the sole judgment of Bay Engineering (Pty) Ltd,
  - 12.8.1. violates the terms and conditions of these Terms
  - 12.8.2. is objectionable,
  - 12.8.3. which restricts or inhibits any other person from using or enjoying the Site in any way whatsoever, or
  - 12.8.4. which may expose Bay Engineering (Pty) Ltd or its affiliates or its users to any harm or liability of any type.
13. The Site is controlled and offered by Bay Engineering (Pty) Ltd from its facilities in the Republic of South Africa. Bay Engineering (Pty) Ltd makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.
14. You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, representations, and warranties set out in these Terms, and to abide by and comply with these Terms.
15. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Bay Engineering (Pty) Ltd without restriction.
16. In the event of a dispute as to the content of these terms and conditions at any time, a certificate signed by the administrator responsible for maintaining the website shall be *prima facie* proof of the date of publication and content of the current version and all previous versions of these Terms.
17. You agree that:
  - 17.1. the Site shall be deemed solely based in the Republic of South Africa;
  - 17.2. the Site shall be deemed a passive server that does not give rise to personal jurisdiction over Bay Engineering (Pty) Ltd, either specific or general, in jurisdictions other than the Republic of South Africa; and
  - 17.3. that you agree to subject to the jurisdiction of the Republic of South Africa, more specifically the High Court of South Africa, Gauteng Local Division, in the event of any legal dispute.
  - 17.4. These Terms shall be governed by the laws of the Republic of South Africa.
  - 17.5. Any claim or dispute between You and Bay Engineering (Pty) Ltd that arises in whole or in part from the Site shall be decided exclusively by a

court of competent jurisdiction, more specifically the High Court of South Africa, Gauteng Local Division.

18. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
19. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Bay Engineering (Pty) Ltd's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.