



## MUFASA PROTECTION SERVICES

Contact: 079 515 2038

# Terms & Conditions

*The Terms and Conditions were last updated on January 2025*

### Introduction

Terms and conditions apply to, <https://mufasaps.co.za> (hereinafter: "the website") to this / our website. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms the provisions of these additional contracts will control and prevail.

### Electronic communication

By using this website or communicating with us by electronic means you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement including but not limited to the requirement that such communications should be in writing.

### Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data information and other resources displayed by or accessible within the website.

Unless specific content dictates otherwise you are not granted a license or any other right under Copyright, Trademark, Patent or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form without our prior written permission except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us. We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner however caused or resulting from your disclosure to third parties of personal information.

### Responsible use

By visiting our website you agree to use it only for the purposes intended and as permitted by these Terms any additional contracts with us and applicable laws, regulations and generally accepted online practices and industry guidelines. You must not use our website or services to use for publishing or distribute any material which consists of or is linked to malicious computer software; use data collected from our website for any direct marketing activity or conduct any systematic or automated data collection activities on or in relation to our website. Engaging in any activity that causes or may cause damage to the website or that interferes with the performance, availability or accessibility of the website is strictly prohibited.

### Termination of use

We may in our sole discretion at any time modify or discontinue access to temporarily or permanently to the website or any Service. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to or use of our website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings and/or any Content you have contributed or have come to rely on are permanently lost. You must not circumvent or bypass or attempt to circumvent or bypass any access restriction measures on our website.

### Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly

disclaim all warranties of any kind whether express or implied as to the availability, accuracy or completeness of the Content. We make no warranty that:

- this website or our content will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

#### **Privacy**

To access our website and/or services you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct and up to date. We have developed a policy to address any privacy concerns you may have.

#### **Breaches of these Terms and conditions**

Without prejudice to our other rights under these Terms and Conditions if you breach these Terms and Conditions in any way we may take such action as we deem appropriate to deal with the breach including temporarily or permanently suspending your access to the website contacting your internet service provider to request that they block your access to the website and/or commence legal action against you.

#### **Indemnification**

You agree to indemnify and hold us harmless from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

#### **Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement or failure to exercise any option to terminate shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof or the right thereafter to enforce each and every provision.

#### **Entire agreement**

These Terms and Conditions, together with our cookie policy, constitute the entire agreement between you and Mufasa Protection Services in relation to your use of our website.

#### **Updating of these Terms and conditions**

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

#### **Contact information**

This website is owned and operated by Mufasa Protection Services.

You may contact us regarding these Terms and Conditions by emailing us at the following:

Mufasa Protection Services

Email: [admin@mufasaps.co.za](mailto:admin@mufasaps.co.za)

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