

Terms and Conditions

Last Updated: March 2023

1. INTRODUCTION

- 1.1. **Mark and Megan Containers (Pty) Ltd**, trading as M&M Containers, is a private company registered per the laws of the Republic of South Africa with registration number 2017/182403/07 ("**M&M Containers**", "**we**", "**us**", "**our**"). Our registered office is 18 O'Connor Road, Westville, KwaZulu-Natal, 3629.
- 1.2. In this agreement unless it appears to the contrary, the singular shall include the plural and vice versa, any reference to any gender shall also include the opposite gender and any reference to a natural person, shall include legal person and vice versa.
- 1.3. All Terms of Use in this policy have the meanings assigned to them in **Annexure A**.

2. CONTACT US

Our Information Officer handles questions concerning our Privacy Policy, these Terms and Conditions and any complaints.

- Information Officer: Ms C Jakins
- Email Address: cath.jakins@mmcontainers.co.za

3. TRADE MARK, COPYRIGHTS AND RESTRICTIONS OF USE

- 3.1. M&M Containers consists of Content which is derived entirely or in part from content supplied by us and our sources. The said Content is protected under applicable South African Copyright and Trade Mark Laws, International Trade Marks and Copyright Laws and conventions.
- 3.2. The User may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disable, display, or distribute or in any way exploit any of the content, that being Software and/or Material. Requests for permission regarding any issue relating to the Content which fall into the ambit of the limitations stated above, can be made by contacting our Information Officer listed in *Section 2 – Contact Us* above.
- 3.3. The User is also strictly prohibited from creating works, and/or software materials derived from, or which are based on the contents found on our Site. The prohibition applies regardless of whether the content is sold, negotiated or given away and/or further alienated in any manner whatsoever.

4. ACCESS AND AVAILABILITY OF SERVICES AND LINKS

The M&M Containers Site contains links to other related world wide web Internet sites. No inference can be made or representation implied that M&M Containers is connected with, operates or controls these linked web sites. Whether or not these linked sites are in fact affiliated with us, we are not responsible for the content on the aforesaid sites. The linked sites are for the User's convenience only and the User's access thereto is at the User's own risk. When visiting linked sites, the User must refer to that linked site's individual Terms of Use and cannot rely on the Terms of this agreement.

5. SUBMISSIONS, BLOGS, AND USER GENERATED CONTENT

- 5.1. Any Submissions shall be deemed to be and remain the exclusive property of M&M Containers. The various forms of content, which are found on our Site, shall be deemed to remain the exclusive property of M&M Containers.
- 5.2. M&M Containers has the right, but not the obligation to monitor and review submissions submitted by users. M&M Containers shall not be responsible for any of the content of these messages.
- 5.3. M&M Containers further reserves the right to delete, move or edit submissions that we, in our exclusive discretion, deem abusive, defamatory, obscene or in violation of any Copyright or Trademark laws or otherwise objectionable.

6. RULES OF CONDUCT FOR THE USER

- 6.1. The User with the inclusion of but not the limitation of, agrees that they will not transmit submissions to M&M Containers that:
 - Use any of the forums for illegal purposes;
 - Are for purpose of spamming;
 - Restrict or inhibit any other user from using and enjoying the forums;
 - Are unlawful, threatening, abusive, defamatory, obscene, vulgar, profane pornographic and/or allow for indecent information that constitutes a criminal offence and/or gives rise to a civil liability claim or otherwise violates any local, national or international law;
 - Violate the Copyright, Trademark or other Intellectual property rights of any other person by the submission of the content to M&M Containers through the forums or other user generated content avenues, which allow for such submissions. The user by the transmission of content in any manner whatsoever, represents to M&M Containers that they are the rightful owner of such content transmitted or that the user has obtained permission from the rightful owners to submit such content transmitted;
 - Contain viruses or other harmful content;
 - Are intended for commercial purposes, contain marketing or promotional materials or are intended to solicit donations.
- 6.2. The User agrees that all Submissions become the exclusive property of M&M Containers.

- 6.3. The User agrees that they shall be solely liable for any damage resulting from any infringement of Copyrights, Trademarks and other proprietary rights or any other damages resulting from such a submission. The User further indemnifies and holds M&M Containers harmless against all claims for any damages whatsoever arising from the use of our Site.

7. DAMAGES, WARRANTY AND INDEMNITY

- 7.1. The User expressly agrees that the use of our Site is at the User's sole risk. M&M Containers does not guarantee or warrant:
- that our Site will be uninterrupted;
 - that our Site will be fault free and that the defects will be corrected immediately;
 - that the results that may be obtained from the use or application from information gained from our Site in so far as accuracy and content of any such information is concerned;
 - any merchandise provided through our Site.
- 7.2. Our Site is provided "AS IS" and on an "IS AVAILABLE" basis, without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to warranties of satisfactory quality, non- infringement, title, security and compatibility.
- 7.3. The User acknowledges and confirms the indemnity to, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages arising from the use of or inability to use our Site. The User acknowledges that the provisions of this paragraph shall apply to all the contents of our Site.
- 7.4. The disclaimer of liability applies to damages or injury, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages or any damages whatsoever arising from use or loss of use of data or of profits, whether in breach of contract, tortious action, negligence, or under any other cause of action.
- 7.5. If any of the terms and conditions of this agreement should be deemed to be unlawful, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective than to the extent only and within the jurisdiction in which that term and condition is illegal, invalid or unenforceable, it shall be severed and deleted from this agreement and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

8. GENERAL

- 8.1. This agreement, the terms, conditions and operating rules for our Site, constitute the entire agreement between the parties with respect to the subject matter hereof. The agreement and the Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of South Africa. Any dispute arising here from shall be exclusively subject to the jurisdiction of the courts and/or Tribunals of the Republic of South Africa. The section headings used herein are for convenience only and shall be of no legal consequence.

- 8.2. M&M Containers may at any time revise these Terms and Conditions by updating the postings. The User is bound by such revisions and should therefore periodically visit this agreement to review the current Terms and Conditions to which the User is bound.
- 8.3. M&M Containers shall have the exclusive right to at any time change or discontinue any aspect or feature of our Site.

9. AGREEMENT TO AND TERMINATION OF AGREEMENT

- 9.1. The use of or access to this Site constitutes the User's acceptance of the Terms and Conditions hereof, which are binding on the User and take effect on a date which the User first makes use of, or accesses our Site.
- 9.2. If the User does not accept all the Terms and Conditions in full, the User must exit the Site immediately. M&M Containers has the exclusive discretion to terminate the agreement at any time. After the User has exited the site as aforesaid, the User must destroy all content, whether materials or software, obtained from the site and all copies thereof.
- 9.3. In the event of the User failing to exit the site as aforesaid, M&M Containers has the right to claim any indirect, direct, incidental, special or punitive damages caused to M&M Containers from the User's unauthorized access and/or use of our Site. The User further indemnifies M&M Containers against any claims for damages of whatsoever nature caused to another party by the User's unauthorized use and/or access of the sites.

ANNEXURE A – TERMS OF USE

“M&M Containers” / “we” / “us” / “our”	Mark and Megan Containers (Pty) Ltd, trading as M&M Containers (Pty) Ltd.
“M&M Containers Site” / “our Site”	www.mmcontainers.co.za .
“User”	Any person or entity which uses and/or accesses computer Software and/or material via the M&M Containers Site.
“Software”	Including but not limited to any images or files incorporated in or generated by the Software or data accompanying such Software.
“Material”	Including but not limited to text, submissions, images, audio and/or video in whole or in part.
“Content”	Included but not limited to software and material.
“Submissions”	Including but not limited to notes, images, creative materials, ideas, suggestions concepts, communication including any data, questions, comments and other information submitted in the M&M Containers Site via transmission by electronic mail or otherwise.