

# ***Terms and Conditions***

## ***Acceptance of Terms:***

The [www.consumervoice.co.za](http://www.consumervoice.co.za) website ("Site") is provided to you by Consumer Voice (Pty) Ltd ("Consumer Voice") under the terms and conditions set forth herein ("Terms of Service" or "TOS"). As used in the TOS, "you" or "Subscriber" means the individual or entity using the services (and/or any individual, entity or successor entity, agency or network acting on your behalf), "we", "us" or "Consumer Voice" means Consumer Voice (Pty) Ltd, and the "parties" means you and Consumer Voice. These TOS govern your use of Site and all services provided in connection with the Site. If you do not agree to the current TOS, please do not access or otherwise use the Site.

These TOS may be updated by Consumer Voice at any time in its sole discretion; please check <http://www.consumervoice.co.za> for the most current version of these TOS. We'll post any modifications to the Consumer Voice Terms on this page. Changes will not apply retroactively and generally will become effective 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don't agree to any of the modified Terms, you'll have to stop using the affected Services. Your continued use of Site will signify your acceptance of any change in the terms and conditions set forth herein.

## **1. Access to the Services**

Subject to these TOS, Consumer Voice may offer to provide certain services, as described more fully on the Site, and which are selected by you through the process provided on the Site. Services shall include, but not be limited to, any services Consumer Voice performs for you, as well as the offering of any content on the Site. Consumer Voice may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or content. Consumer Voice may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

You certify to Consumer Voice that you are an individual at least 16 years of age. You also certify that you are legally permitted to use the Services and access the Site, and take full responsibility for the selection and use of the Services and access of the Site.

Consumer Voice may offer fee-based service services from time to time. These services are made available to offer additional help for communicating with a company. The services provided in these options do not in any way guarantee that your complaint or issue will be resolved. Nor do the services guarantee that you will get results of any kind. The terms of the services provided are explained in the description of each service when the service is offered. Consumer Voice reserves the right to change or remove a service at any time for any reason. Consumer Voice is not responsible to notify you when a service is changed or removed.

Consumer Voice runs advertisements and promotions from third parties on its Web sites. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through our Web sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Consumer Voice is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on its Web sites. Such advertisements are presented and controlled by third-party advertising networks. Consumer Voice does not preview, examine or control the content of advertising messages, does not know or approve the identity of specific advertisers or products and services advertised. We do not endorse the truthfulness, suitability or value of any service or products advertised.

## **2. Registration and Password**

By registering with Consumer Voice, you agree to provide accurate and current information about yourself including correct names, email address and telephone number, and to update your information if it changes. After registration you will be sent an email to verify that the email address you use for registration is controlled by you. Please click on the link to be activated as a user on Consumer Voice and agree to the terms and conditions.

You are responsible for maintaining the confidentiality of your password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify Consumer Voice of any unauthorized use of your registration or password.

## **3. Content**

While you alone are responsible for the content of your messages, and the consequences of any such messages, you agree to abide by the guidelines below. Consumer Voice is not responsible for the validity of the comments posted to the Consumer Voice website by you. All comments submitted on the our communication platform express the views of the author, and neither the owner of Consumer Voice its members, representatives, employees nor its independent contractors will be held responsible for the content of any report.

You agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Consumer Voice. You agree not to post or use Site to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited.

Consumer Voice requires that any information posted by you regarding a company is truthful, factual, and represents an actual incident. Companies are protected by law from false claims against them. Your complaint could be construed as a claim about a company and may be subject to libel laws. Please verify that all information submitted is accurate and factual.

As a user of the Site, you acknowledge that Consumer Voice does not edit user authored content but that Consumer Voice and its designees shall have the right, (but not the obligation) to moderate in their sole discretion, any content that is available via the Site. Without limiting the foregoing, Consumer Voice and its designees shall have the right to move, remove any content that violates the TOS or is otherwise objectionable. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy and completeness of such content. You acknowledge that Consumer Voice may preserve your content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonable necessary to: (a) comply with a legal process, (b) enforce the TOS, or (c) respond to any claims that the content violates the rights of third parties.

## **4. Use of Content and Information**

You understand that your personal details (name, contact number, email address and any other identifying information provided by you to the owner of Consumer Voice) may be disclosed to the Brand concerned in the sole discretion of the owner of Consumer Voice. You consent to your details being disclosed to the Brand concerned and you undertake not to institute legal action against the owner of Consumer Voice for breach of privacy or any related cause of action in relation to such a disclosure. By registering with the Consumer Voice website, you are agreeing to these Terms and Conditions and you also give your consent to the way we may handle your personal data in that policy.

Any use by you of any other user's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain (e.g. mass marketing) is prohibited. Any such use shall be deemed to be a violation of these Terms of Service. Site is to be used by you for your personal use only. Commercial uses of Site are strictly prohibited unless prior written consent from Consumer Voice has been granted. You agree that you will not use Site for chain letters, junk mail, 'spamming,' solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list.

You further agree not to use the Site to send or post on message boards or any place on Site, any message, material or user name that is unlawful, harassing, libelous, defamatory, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, or inaccurate material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Consumer Voice reserves the right to delete any such material from Site. Consumer Voice will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section.

## **5. Ownership of Content**

The Site is protected by copyright as a collective work and/or compilation, pursuant to international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as permitted in this Agreement for the use of Services), create derivative works based on, distribute, perform, display, or in any way exploit, any of the content located on the Site ("Content"), materials, or Services in whole or in part. You may download or copy the Content, and other items displayed on the Site for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content. You will not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from Consumer Voice, or from the copyright holder identified in such Content's copyright notice. By submitting content, which shall include your member name, to any "public area" of Site, including message boards, forums, contests and chat rooms or by submitting content for transmission to a third party, you grant Consumer Voice, its affiliates, and the parties to whom such content is addressed a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content and any copyright rights, trademark rights, and other intellectual property rights contained therein (collectively, the "Rights") (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any Rights that may exist in such content. You also warrant that the holder of any Rights, including moral rights in such content, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any user to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on Site retains any and all Rights that may exist in such content.

## **6. Disclaimer of Warranties**

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Consumer Voice will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Services. CONSUMER VOICE IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WORLD WIDE WEB PAGES THAT IS CONTAINED OUTSIDE SITE. As a convenience to our members, we may provide links to resources which are beyond our control. We make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links, and you hereby waive any claim you might have against Consumer Voice with respect to such sites.

## **7. Limitation of Liability**

CONSUMER VOICE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE, THE MALFUNCTION OF THE SITE OR SERVICES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF CONSUMER VOICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **8. E-Mail Message Storage**

Consumer Voice assumes no responsibility for the deletion of or failure to store messages to companies.

## **9. E-mail Newsletter**

If you are a registered user and you have elected to receive our newsletter, Consumer Voice makes no representation or warranty with respect to the content of any such e-mail newsletter messages or any goods or services which may be mentioned or linked to within our newsletter, and you agree that neither Consumer Voice nor such third party shall have any liability with respect thereto. You may opt out of this notification service by replying to the electronic mail that was sent with the word "unsubscribe" in the subject line.

## **10. Indemnification**

You agree to indemnify and hold each of Consumer Voice, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or related to the Service, including any content served on the webpage that is not provided by Consumer Voice, your use of the Services or your breach of any of these Terms. Consumer Voice's advertisers are third-party beneficiaries of this indemnity.

## **11. Remedies for Breach of these Terms by You**

In the event that Consumer Voice determines, at its sole discretion, that you have breached any portion of these Terms of Service, or have otherwise demonstrated conduct inappropriate for the community of Site, Consumer Voice reserves the right to (i) warn you via e-mail that you have violated these Terms of Service, (ii) delete any content provided by you or your agent(s) to the Site, (iii) delete all content provided by you to the Site, (iv) discontinue your registration with the Site and/or any other Consumer Voice community, (v) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action, and/or (vi) take any other action which Consumer Voice deems to be appropriate.

## **12. Termination**

Consumer Voice reserves the right, at its sole discretion, to immediately, without notice to suspend or terminate (i) these Terms of Service or (ii) your registration with or ability to access Site and/or any other service provided to you by Consumer Voice including any e-mail account upon any breach by you of the Terms of Service.

### **13. Miscellaneous**

In the event that any provision of the Terms of Service conflicts with the law under which the Terms of Service are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Service will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Consumer Voice may assign its rights and obligations under these Terms of Service and upon such assignment Consumer Voice may be relieved of any further obligation hereunder.

These Terms of Service and any additional terms (as such terms shall be identified when posted on Site by Consumer Voice) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings. Consumer Voice reserves the right to charge fees, surcharges and/or membership fees at any time.

BY USING THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE AS SUCH TERMS MAY BE MODIFIED FROM TIME TO TIME. These Terms of Service govern your use of Site and all services provided in connection with Site. Consumer Voice shall not be liable to you for any breach of these Terms of Service. If you do not agree to these Terms of Service, please do not register for, use or enter Site.