

Peek.org.za

WEBSITE TERMS AND CONDITIONS

- 1.1 This document sets out the terms and conditions (“the Terms”) of the Cape Craft and Design Institute (“we” or “CCDI”), pertaining to the access and use of the information and functions provided on www.peek.org.za (“the Website”). If there are any Terms that you do not understand, then kindly contact us for clarification.
- 1.2 If any person that accesses the Website (“you” or “the user”) disagrees with any of the Terms, you must refrain from accessing the Website and/or using its information or functions.
- 1.3 By using our Website, you warrant that you are at least 18 years of age, and of full legal capacity. If this is not the case, then you must only use the Website with your parent’s or legal guardian’s supervision, and they are required to consent to be bound by these Terms before your use of the Website. In such instance, they accept liability for all of your obligations under the Terms.

Changes to the Terms

- 1.4 We reserve the right, in our sole discretion, to amend any of the Terms. Such amendments will replace any previous Terms, shall be made available on the Website, and shall apply from the time of publication on the Website. It is your responsibility to acquaint yourself with the terms and conditions as modified from time to time. Each time you access and/or use the Website, you will be deemed to have consented, by such access and/or use, to the Terms, as amended from time to time. If you are not satisfied with any amended Terms, you should refrain from accessing the Website and/or using our services.

PEEK Website

- 2.1 The Website was developed by us with the objectives of improving the online presence of South African craft and design products (“the products”) and producers (“the producers”), and increasing their exposure to local and international consumers, by providing a searchable visual gallery of craft and design products.
- 2.2 The Website enables consumers to search for products and/or producers according to certain criteria, and access relevant producers’ product images and information, and contact information.

- 2.3 The Website is not a platform for selling products online, but enables consumers to connect with producers for direct trade purposes, either offline or via the producers' own ecommerce platforms.
- 2.4 Each producer is an independent business and, aside from being a member of CCDI and authorised by us to showcase their products on the Website, is not in any way affiliated with CCDI.
- 2.5 We are not a party to any communication or transaction that may arise from the introduction of any consumer to any producer on the Website, and do not guarantee or endorse any products showcased on the Website, nor any content posted by producers.
- 2.6 Each producer accepts different payment methods and has their own processing times, shipping methods and terms and conditions of business, with which you should familiarise yourself before transacting any business with a producer.

Content of the website

- 3.1 We reserve the right to change or discontinue, without notice, any aspect or feature of the Website, the Website as a whole, and any information or content on the Website.
- 3.2 We rely upon the producers to provide information on the Website concerning their products. You agree that such information is provided "as is" and that we shall not be liable for any losses or damages that may arise from your reliance on it, howsoever these may arise.
- 3.3 We make no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
 - 3.3.1 We do not represent or warrant that the Website or its information shall be error-free, uninterrupted in service, compatible with your hardware or software, or that they shall meet any particular criteria of performance or quality. We expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
 - 3.3.2 Whilst we have taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

Linked third party websites and third party content

- 4.1 We may provide links to third party websites on the Website, which websites are not under our control. These links are provided to the user for convenience purposes only and CCDI does not endorse such websites, their owners, licensees or administrators, or such websites' content or security practices and operations.
- 4.2 We shall not be liable for we shall not be liable for any losses or damages that may arise from your accessing or making use of such third party websites, howsoever these may arise.

Usage restrictions

You agree that you shall not yourself, nor through a third party:

- 5.1 copy, reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 5.2 decompile, disassemble or reverse engineer any portion of the Website;
- 5.3 write and/or develop any derivative of the Website or any other software program based on the Website;
- 5.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of CCDI;
- 5.5 remove any identification, trademark, copyright or other notices from the Website;
- 5.6 post or transmit, by any means through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 5.7 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

Security

- 6.1 You may not utilise the Website in any manner which may compromise the security of our networks or tamper with the Website in any manner whatsoever, including but not limited to gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited.

Any person or entity which does so, or attempts to do so, shall be held criminally liable and liable for civil damages.

- 6.2 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by us and our affiliates, agents and/or partners.

Our intellectual property rights

- 7.1 For the purpose of this clause, “Intellectual property rights” means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by CCDI, now or in the future, including without limitation, CCDI’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 7.2 All intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (“proprietary material”), are the property of, or are licensed to, CCDI and as such are protected from infringement by local and international legislation and treaties.
- 7.3 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 7.4 Except with our express written permission or that of a relevant third party copyright holder, no proprietary material from this Website may be copied or retransmitted.
- 7.5 We authorise you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal, non-commercial and information purposes only.

Your Intellectual property rights: violation procedure

- 8.1 We rely heavily upon information and images uploaded to the Website by the producers, whom we invite to upload content belonging or licensed to them.
- 8.2 If you are a copyright owner and wish to report an alleged infringement of your copyright on the Website, please provide the following information to us at email: fran.stewart@ccdi.org.za

- 8.2.1 identify your work in respect of which you claim your copyright has been infringed;
 - 8.2.2 identify the content on the Website that you claim is infringing and which you seek to have removed, including identifying information such as, at a minimum, the link URL on the Website where the content may be found;
 - 8.2.3 your full names, email and postal addresses and telephone numbers; and
 - 8.2.4 your electronically or physically signed statement that “I hereby state that I own the copyright in the work which I allege has been infringed, that the disputed use of my copyrighted work is not authorised, and that the information I have provided is accurate.”
- 8.3 We shall review your complaint and take such action as we deem appropriate, including removal of challenged content from the Website.

Risk, limitation of liability and indemnity

- 9.1 Your use of the Website and the information contained thereon is entirely at your own risk, and you assume full responsibility and risk of loss resulting therefrom.
- 9.2 To the extent permissible by law:
 - 9.2.1 Neither we, our directors, employees nor agents shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website.
 - 9.2.2 Our liability for faulty execution of the Website as well as any damages suffered by you, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to our rectifying the malfunction, within a reasonable time and free of charge, provided that you notify us immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if you attempt to correct or allows third parties to correct or attempt to correct the Website without our prior written approval. In no event shall we be liable to you for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

9.2.3 You hereby unconditionally and irrevocably indemnify us and agree to hold us free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us or instituted against us as a direct or indirect result of:

9.2.3.1 your use of the website;

9.2.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party at your behest without our consent or knowledge;

9.2.3.3 your failure to comply with any of the Terms or any other requirements which we may impose from time to time;

9.2.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

9.2.3.5 any unavailability of, or interruption in, the Website.

9.3 We make no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against us in respect of any loss suffered by you, as a result of information supplied by us or a third party being incorrect, incomplete or inaccurate.

Breach and cancellation

10.1 In addition to any other remedy available to us in law or under these Terms, including the right to obtain an interdict, we reserve the right to, without notice, limit or deny use of the Website and its functions, or claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to our right to claim damages, should you:

10.1.1 breach any of these Terms;

10.1.2 in our sole discretion, use the Website in an unauthorised manner; or

10.1.3 infringe any statute, regulation, ordinance or law.

10.2 You agree to reimburse to us on demand the costs associated with any legal action we may take against you arising therefrom, on an attorney and client scale.

10.3 Our failure to act with respect to any infraction by you or others does not constitute a waiver of our right to act with respect to subsequent or similar infractions.

Compliance with laws

11. You undertake to comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to the Website.

Applicable law and territory

12. These Terms shall be governed in all respects by the laws of the Republic of South Africa.

Severability

13. If any provision of the Terms is held to be unlawful, invalid or unenforceable, then that provision shall be deemed severed, and the balance of the Terms shall not be affected but shall be enforced to the full extent of the law.

General clauses

14. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
15. The head notes to the paragraphs in these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
16. Words importing the singular shall include the plural and *vice versa*, and words importing any one gender shall include the other genders, and words importing persons shall include partnerships and corporate and unincorporated entities.
17. These Terms set forth the entire understanding and agreement between CCDI and you with respect to the subject matter thereof.