

1 Introduction

These Terms apply when You use the Website, whether You buy any product or service from ACG Consult or and when You join or use the Social Media Pages. If You have any questions regarding these Terms, please contact Us at adelien@acgconsult.co.za.

2 Definitions

2.1 CPA means the Consumer Protection Act, 2008;

2.3 Social Media Pages means ACG Consult's social media pages, groups, accounts or profiles, including but not limited to the Facebook profile at www.facebook.com/acg.consult and the Instagram account at #acg.consult.

2.4 Terms means the terms of this ACG Consult Disclaimer which may be amended by ACG Consult from time to time. The latest Terms will be published on www.acgconsult.co.za and accessible through the Social Media Pages;

2.5 Us and we means ACG Consult;

2.6 You means users of the Website and/ or Social Media Pages; and

2.7 Website means www.acgconsult.co.za.

3 Disclaimers*

3.1 We cannot guarantee the security of any data transmitted online, and by using the Website and/or Social Media Pages, You accept the risk of providing information on the Website and/or Social Media Pages.

3.2 We make no warranties or representations as to the accuracy, completeness or availability of the Website and Social Media Pages.

3.3 We regularly check the Website for viruses but do not warrant that the Website or Social Media Pages are free from all errors and viruses or any other harmful software or devices that have the ability to corrupt Your computer or other devices. You should ensure that You have appropriate anti-virus protections in place.

3.4 We do not warrant that the Website and/or Social Media Pages are compatible with Your computer equipment or software.

3.5 Use of the Website and/or Social Media Pages is at Your own risk. We will not be liable for any loss or damage resulting from use of, or the inability to use, the Website and/or Social Media Pages.

3.6 Any websites, to which links are provided on the Website and/or Social Media Pages, are not necessarily endorsed by Us. Some websites contain material that is harmful, obscene or offensive and You should use discretion when linking to other websites from the Website and/or Social Media Pages. Doing so is at Your own risk. We will not be liable for any loss, damage or other liability arising from your use of any third party websites or for the content, privacy policies, or practices of any third party websites.

*The effect of this clause 3 is that we do not confirm that: the Website and Social Media Pages are complete, accurate and available; Your computer or electronic device will not get any viruses or harmful software from the Website and Social Media Pages; the Website and SocialMedia Pages are accessible from Your computer or electronic device; or that data transmitted will be secure. You will have no claim against Us,even if we are negligent.

4 Intellectual property

4.1 The “ACG Consult” name and logo is the intellectual property of ACG Consult and may not be used in any way without obtaining our prior written permission.

4.2 Subject to the platform operator’s terms of use of any Social Media Pages (which will take precedence in the event of a conflict with these Terms):

- All other content on the Website and/or Social Media Pages (including text, images, videos, sound recordings and drawings), whether uploaded by ACG Consult or any other person, and all rights in the content, are either owned by Us or licenced to Us and may be used for Your own personal, lawful, non-commercial use only.
- Where You upload any content (including text, images, videos, sound recordings and drawings) onto the Website and/or Social Media Pages, You irrevocably assign to ACG Consult all right, title and interest in that content and waive all moral rights in that content. ACG Consult may use that content for any purpose, including commercial and advertising purposes.
- You may not upload any content on the Website or Social Media Pages that:
 - is harmful to or inappropriate in respect of ACG Consult, Our employees, Our brands and reputation;
 - contravene any laws;
 - infringes any rights of third parties, including intellectual property rights and privacy rights; and
 - is defamatory, racist, political in nature, discriminatory, obscene, pornographic or abusive,

- We and our employees, directors or agents will not be liable for, and you indemnify and hold us harmless against, any loss, damage or other liability arising from, or connected to, any content that You upload onto the Website and Social Media Page.
The effect of this clause 4.4 is that no person (including You) will be entitled to make any claims against Us where You or they have suffered any loss or harm as a result of any content that You upload onto the Website and Social Media Page and You will reimburse Us for any losses that we suffer as a result of that content.
- You may not use any content from the Website and/or Social Media Pages (whether uploaded by You, ACG Consult or any other person) in any way for any purpose other than those specified in clause 4.2(1) without first obtaining Our prior written permission. This means that the following acts are prohibited:
 - Storing content from the Website and/or Social Media Pages in any form including electronically;
 - Copying content from the Website and/or Social Media Pages;
 - Distributing content from the Website and/or Social Media Pages; and
 - Translating, modifying or adapting the content on the Website and/or Social Media Pages in any manner or form.

If you breach any of these Terms, we may suspend or permanently remove your access to the Website or Social Media Pages without notice to you.

5 Limitation of liability**


Subject to the provisions of the CPA and except as explicitly provided for in Our general terms for the provision of service, We and Our employees, directors or agents will not be liable for, and You indemnify and hold Us harmless against, any loss or harm, direct, indirect or consequential, arising from, or connected to—

- Your use of the Website and/or Social Media Pages;
- Your inability to use the Website and/or Social Media Pages;
- any operational failure of the Website and/or Social Media Pages;
- unlawful activity on the Website and/or Social Media Pages and/or any linked third party websites;
- any virus or other harmful code downloaded from the Website and/or Social Media Pages;
- You uploading or transmitting a virus, computer program or code onto the Website and/or Social Media Pages; and/or
- breach of security over the Website and/or Social Media Pages unless it is due to Our gross negligence.

**The effect of this clause 5 is that You will not be entitled to make any claims against Us where You have suffered any loss or harm as a result of anything related to the list provided in this clause 5.



**ACCOUNTING AND
DISABILITY TAX SPECIALIST**

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