

INTRODUCTION

These are the general terms of the relationship between:

- You – the website visitor; and
- Us – Eve Smith Productions also known as ESProductions – the website owner.

They cover any use of the website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

1. DEFINITIONS AND INTERPRETATION

Definitions

In the agreement:

Terms mean the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website).

We, us, or our means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability.

You or your means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

Interpretation

If the meaning of any general term's conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website.

2. USE OF THIS WEBSITE

License

We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your license is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

Breach

If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your license, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

Framing and linking

You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.

Virtual agents

You may not use any technology (including spiders, crawlers, bots and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so.

3. CAPACITY

You promise that you are entitled to visit this website and agree to the terms because you:

- Are at least 18 (or regarded as legally adult), and have the legal right and capacity to do so; or
- Are not 18 yet but have permission from your parent (or legal guardian) to do so.

4. ACCURATE INFORMATION

You promise that you will only give accurate information to us and this website.

5. INTELLECTUAL PROPERTY

Ownership

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.

Trademarks

Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

Copyright

The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the Website, so long as the link does not portray us, our affiliates, Goods or Services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use our logo or other proprietary graphic or trademark as part of the link without our permission or the permission of our affiliates or content suppliers.

Restrictions

Except as stated under the agreement, none of the contents may be reverse engineered, copied, reproduced, distributed, republished, downloaded, displayed, posted, used to make derivative works or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.

6. LIMITS TO OUR LIABILITY

Own risk

We provide the website "as is". We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

Indemnity

You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this website.

Deliverables

We cannot guarantee or warrant that any file downloaded from the Website or delivered to you via email or FTP cloud based 3rd party software will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to protect itself from this type of issue.

Faults

We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

Direct damages limited

If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

Indirect damages

We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

Other websites

The Website may contain links or portals to other websites. We have no control over websites operated by third parties and the User agrees that we are not responsible for and will have no liability in connection with a User's access to or use of any third-party website.

7. GENERAL

Entire agreement

The terms are the entire agreement between the parties on the subject.

Changes to the website

We may change or stop publishing this website without notice and will not be responsible for any consequences.

Changes to the terms

We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

Facts about the website

If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.

Waiver

We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.

Severability

Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.

Law and jurisdiction

South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.