



## TERMS AND CONDITIONS OF USE

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BY ACCESSING THIS WEB SITE AND THE DISCUSSION FORUMS CONTAINED HEREIN, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE.

PLEASE READ THIS PAGE CAREFULLY AND ENSURE YOU AGREE TO THESE TERMS AND CONDITIONS BEFORE USING THE HUB SA. FURTHER USE OF THIS WEBSITE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### 1 DEFINITIONS AND INTERPRETATION

- a) **“The Hub SA”** means Hub Online Media CC, registration number 2009/118056/23
- b) **“Website”** means the The Hub SA website owned and operated by The Hub SA
- c) **“User”** means any person who enters or uses the Website

### 2 GENERAL

The Hub SA is an online news and information website and online community. The Hub SA provides discussion forums, classifieds, blogs and other User contributed content relating to the sport of cycling in South Africa and abroad.

### 3 ACCEPTABLE USE

- 3.1 You agree, through your use of The Hub SA, that you will not post any material or use the Website for any purpose which is:
  - 3.1.1 Harmful to others;
  - 3.1.2 Illegal and/or encouraging/promoting illegal activities;
  - 3.1.3 Untrue, inaccurate, offensive, defamatory, abusive, vulgar, copyrighted, infringing or damaging to any person or otherwise in violation of any law

3.1.4 The creation and distribution of unsolicited commercial communications.

3.2 E-mail addresses, names, and telephone numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to The Hub SA and all rights detailed in section 45 of the ECT Act are reserved.

## **4 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

4.1 **The full name and legal status of the website owner:** Hub Online Media CC, registration number 2009/118056/23

4.2 **Street address:** 34 Bell Road, Harfield Village, 7708

4.3 **Postal address:** PO Box 44476, Claremont, 7735

4.4 **Telephone number:** 021 671 4270

4.5 **Fax number:** 086 560 6278

4.6 **Website address:** [www.thehubsa.co.za](http://www.thehubsa.co.za)

4.7 **Email address:** [info@thehubsa.co.za](mailto:info@thehubsa.co.za)

## **5 DISCLAIMER AND LIMITATION OF LIABILITY**

5.1 The Hub SA shall not be liable for any damage whatsoever (including without limitation damages relating to lost revenues or profits, lost data, work stoppage, computer failure or malfunction) resulting from or in any way related to:

5.1.1 Access to the Website and /or any websites linked to the Website

5.1.2 Content available on the Website or posted to the Website by Users

5.1.3 Services available from the Website

5.1.4 Products available from the Website

5.2 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of The Hub SA. Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.

- 5.3 The Hub SA does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. The Hub SA shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.

## **6 REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to The Hub SA and The Hub SA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **7 CHANGES AND AMENDMENTS**

The Hub SA reserve the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 7.1 change these terms and conditions;
- 7.2 change the content and/or services available from the Website;
- 7.3 discontinue any aspect of the Website or service(s) available from the Website

## **8 PRIVACY**

- 8.1 The Hub SA may collect, store and use Users personal information when registering for services on the Website, including, but not limited to:

- 8.1.1 Full name
- 8.1.2 Email address
- 8.1.3 Postal address
- 8.1.4 Gender
- 8.1.5 Age
- 8.1.6 Contact telephone number(s)
- 8.1.7 IP Address

- 8.2 The Hub SA shall take all reasonable steps to protect the personal information of Users collected and/stored as defined in 7.1.

- 8.3 The Hub SA reserves the right to offer Users third party services and products based on the communication preferences identified by the User upon registration and/or specified in the Users profile.
- 8.4 The Hub SA reserves the right to reveal any User information in the event of a legal requirement to do so, arising from and/or related to the Users use of the Website.

**END**