

# **Terms and Conditions**

Last Updated: 18 May 2023

Please read these Terms and Conditions ("Terms") carefully before using sechidesign.com (the "Website") operated by Sechi Design ("we," "us," or "our"). Your access to and use of the Website is conditioned upon your acceptance of and compliance with these Terms. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of the Terms, you may not access or use the Website.

## Intellectual Property

## 1.1. Ownership

The content, design, graphics, logos, trademarks, and other intellectual property displayed on the Website are owned by or licensed to Sechi Design. These materials are protected by copyright, trademark, and other intellectual property laws. You may not use, reproduce, modify, or distribute any content from the Website without our prior written permission.

#### 1.2. User Content

By submitting or posting any content on the Website, you grant Sechi Design a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide in any media. You represent and warrant that you have all necessary rights to grant such licenses to us.

Use of the Website

#### 2.1. Eligibility

You must be at least 18 years old or the legal age of majority in your jurisdiction to use the Website. By using the Website, you represent and warrant that you meet these age requirements.

## 2.2. Prohibited Activities

When using the Website, you agree not to:



- Violate any applicable laws, regulations, or third-party rights.
- Engage in any fraudulent, deceptive, or harmful activities.
- Interfere with the proper functioning of the Website or circumvent any security measures.
- Transmit any viruses, malware, or other harmful code.
- Collect or harvest any personal information from other users.
- Impersonate any person or entity or falsely represent your affiliation with any person or entity.

## **Third-Party Links**

The Website may contain links to third-party websites or services that are not owned or controlled by Sechi Design. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Sechi Design shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any third-party websites or services.

# Limitation of Liability

To the maximum extent permitted by applicable law, Sechi Design and its officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost revenue, lost data, or business interruption, arising out of or in connection with the use of the Website.

## **Modification and Termination**

We reserve the right to modify or terminate the Website, its features, or these Terms at any time without prior notice. Any changes to these Terms will be effective immediately upon posting. Your continued use of the Website after the posting of any changes constitutes your acceptance of the modified Terms.

# **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of The Republic of South Africa. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Pretoria, South Africa.



# Severability

If any provision of these Terms is found