

Terms of Use

These Terms and Conditions set out below govern your use of and access to this website (www.boulderson.co.za) at the time displayed. Your use of this website constitutes your acceptance of these terms and conditions, and which apply to all users of, and visitors to, this website.

Please address any comments or concerns about material contained herein to info@boulderson.co.za.

1. Do not rely on this website for your financial decisions

The content on this website is for convenience and general information purposes only. Nothing on this website constitutes an offer to sell or buy any products or is constituted as advice.

2. Ownership and use of content

All of the information and content on this website, including, but not limited to, all text, analysis, reports, articles, graphics, software application, photos, names and logo is owned by Boulderson and protected by applicable intellectual property laws. You may use and access for your personal, non-commercial use only. Boulderson reserves the right to terminate at any time your right to make personal copies of content.

3. Changes of content

Boulderson reserves the right to change the content on this website and these terms and conditions at any time without notice. You should review these terms and conditions from time to time to be aware of any changes that are made.

4. Access to the website

If the need arises, we may, without notice, suspend access to the website, on a temporary or permanent basis. We will not be liable if for any reason our website is unavailable at any time or for any period.

5. Age

By using this website you represent that you are not under 18 years of age.

6. Restricted use

You may not:

- 6.1 transmit, distribute, modify, publicly perform, reuse, sell or display any of this website content without prior written consent of Boulderson;
- 6.2 use the content in any other website or in a network computer environment, including framing the content within another website;
- 6.3 create a link from another website to the Boulderson website, without prior written consent of Boulderson.

You must not:

- 6.4 in any way breach any applicable laws or regulations;
- 6.5 act in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 6.6 misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- 6.7 gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our site;
- 6.8 use the website to create, check, confirm, update or amend your own or someone else's databases, records, directories etc.

7. Acceptable use of our website

You agree:

- 7.1 that we may collect, store and use information about you in accordance with our [Privacy Policy](#);
- 7.2 to accept the risk inherent in electronic communication in whatever form;
- 7.3 to warrant that all data provided by you is current, accurate and complete, failing which Boulderson may, at its discretion, cancel the agreement or transaction;
- 7.4 to abide by all applicable laws, regulations and codes of conduct in force from time to time in respect of your use of our website;
- 7.5 that this website and its content give no representations, guarantees or warranties of any kind as stated in our [Website Disclaimer](#);

7.6 that all electronic agreements, notices, disclosures, and other communications sent by Boulderson satisfy any legal requirement that such communications should be in writing.

8. Breach

Boulderson reserves the right to determine, in our discretion, whether there has been a breach of these terms and conditions through your use of our website;

When a breach of these terms and conditions has occurred, or Boulderson is unable to verify or authenticate any information you provide, we may take such action as we deem appropriate, including:

- . refusing your further access to the website;
- . issuing of a warning to you;
- . legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- . claiming damages for all loss and damage suffered as a result of your breach.
- . disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

9. Governing law and jurisdiction

These terms and conditions are governed by South African laws and the High Courts of South Africa, Gauteng Local Division, Johannesburg and KwaZulu-Natal Local Division, Durban have exclusive jurisdictions in respect of their subject matter.