



# Terms and Conditions

## Terms of use

The Local Choice Website Terms of Use between The Local Choice and the user of this website ("You" or "Your")

The Local Choice Directory Website Terms of Use set out below (Agreement) govern Your use of the The Local Choice Directory Website located at <https://www.localchoice.co.za> and form a binding agreement between The Local Choice Directory and You in relation to Your use of Local Choice Directory website. Please read all of the Agreement carefully before using The Local Choice Directory Website. If You have any questions, please Contact us prior to agreeing. By using The Local Choice Directory, You acknowledge and agree that You have had an opportunity to read and understand the Agreement and agree to be bound by it.

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## General requirements

- The Local Choice will make <https://localchoice.co.za> available to You on the terms and conditions of this Agreement.
- You may use The Local Choice Directory Website in accordance with this Agreement.
- The Local Choice takes the accuracy of its Database very seriously. If You see any material on The Local Choice Directory Website which:
  - infringes any law, regulation, standard or relevant industry code;
  - breaches the requirements of this Agreement;
  - is incorrect,
- please let us know as soon as possible by contacting us
- The Local Choice Directory Website contains content created by third parties, other information obtained from public sources and links to other websites (such content and websites together, Third Party Content).

- Automated access to The Local Choice Directory Website by or on behalf of internet search engines is permitted.
- **You must not:**
  - access The Local Choice Directory Website other than through the normal The Local Choice Directory Website web interface;
  - access The Local Choice Directory Website through any automated means (including, without limitation, through the use of scripts or web crawlers);
  - infringe the intellectual property rights of others;
  - impersonate or falsely state or misrepresent an affiliation with any person or organisation;
  - use The Local Choice Directory Website or any information contained on The Local Choice Directory Website in connection with any surveys, contests, pyramid schemes, chain letters, junk email, spamming or any similar activity;
  - violate any applicable law, regulation, standard or relevant industry code;
  - sell, resell, reproduce, duplicate, trade or exploit for any commercial purpose any portion of, use of, access to or data on The Local Choice Directory Website which does not form part of Your Business Profile;
- You acknowledge and agree that The Local Choice Directory Website retains complete editorial control over The Local Choice Directory Website and that The Local Choice Directory Website may, in its sole discretion and without notice to You:
  - reject, remove, delete or amend any material contained on The Local Choice Directory Website or in the Database at any time, including (without limitation) any material contained in any Business Listing;
  - reject, refuse, remove, delete or amend any Content at any time;
  - position Content and/or any Business Profile as it sees fit;
- The Local Choice Directory Website may terminate this Agreement, remove Your Business Listing or any Content posted by You and/or refuse You access to The Local Choice Directory Website if You have breached, or we consider that You will breach, this Agreement or for any other reason that The Local Choice Directory Website, in its sole discretion, sees fit.
- You acknowledge and agree that certain Business Listings on The Local Choice Directory Website have been paid for by a business and will therefore be displayed in the relevant search results.

## 2. Business Listing and Reviews

- All Content must:
  - be complete and accurate;
  - be supplied in the manner and format specified on The Local Choice Directory Website;
  - not be of a nature likely to bring The Local Choice Directory Website into disrepute; and
  - comply with all laws, regulations, standards and relevant industry codes.

### You must not:

- use The Local Choice Directory Website to post Content for a business that is not located in South Africa or designated locations;
- use The Local Choice Directory Website to add or amend a Business Listing where You do not have the express authorisation of that business to do so;
- upload, post, transmit, publish or otherwise make available any Accessible Content that You do not have a right to make available under any law, regulation, rule or code or under contractual or other legal relationships;

- upload, post, transmit, publish or otherwise make available any false, misleading, inappropriate, profane, defamatory, abusive, threatening, obscene, indecent or unlawful Content or Accessible Content;
- infringe the intellectual property rights of others; or
- breach a law including, without limitation, any law that restricts advertising of a profession.
- If any of the information in the Business Listing for Your business changes, becomes out of date, or no longer complies with this Agreement, You must:
  - immediately ask the local choice to amend Your Business Listing so that it complies with this Agreement; and/or
  - immediately notify The Local Choice Directory Website.
- You acknowledge and agree that by posting Content onto The Local Choice Directory Website. You consent to being contacted (on an ongoing basis) via any of the contact details contained in that Content, including (without limitation) where such contact involves receiving information about products or services which we think may interest You from Mauritius Business Directory Website.
- **3. Intellectual Property Rights**
  - The Local Choice Directory Website and the Database is owned and operated by The Local Choice Directory Website.. You acknowledge and agree that all intellectual property rights comprised in or relating to The Local Choice Directory Website. and the Database belong to The Local Choice Directory Website. or our licensors, and that nothing in this Agreement constitutes a transfer of any intellectual property rights.
  - You may download and view content and/or print a copy of material on The Local Choice Directory Website. for Your own use only, provided You do not:
    - modify the content (including, without limitation, any copyright notice) in any way;
    - make the content public; or
    - use the content in a manner or for a purpose prohibited by this Agreement.
  - You must not do anything which breaches or otherwise interferes with The Local Choice Directory Website. intellectual property rights. Except as expressly permitted by this Agreement or by law, You may not reproduce any content appearing on The Local Choice Directory Website without our written permission and, if required, payment of a specified fee. Requests to reproduce any content may be made via the Contact Us Page.
  - We may publish and communicate to the public any Content. By posting Content onto The Local Choice Directory Website, You grant us a perpetual, royalty-free, non-exclusive, irrevocable, worldwide and transferable licence to:
    - reproduce, modify, add to, use, copy, publish, communicate and adapt the Content for any purpose and in any manner anywhere in the world, including (without limitation) on The Local Choice Directory Website.
  - You must waive, and must ensure that all other persons waive, absolutely and irrevocably all moral rights in relation to any Content. For the purposes of this clause, a moral right may be waived by consenting to any act or omission which would otherwise constitute an infringement of that moral right.
  - For the avoidance of doubt, You acknowledge and agree that:
    - the Licence includes a right for us to make the Content available to the public via any website or as part of any services or products in any jurisdiction;

- we will allow The Local Choice Directory Website. users to search Content You have posted; and
- You will do everything necessary (including without limitation, on request, execution of any documents) to give The Local Choice Directory Website.the full benefit of the licences, waivers and consents
- The Licence will survive any termination of this Agreement.
- Your use of some Third Party Content (including, without limitation, third party websites linked to The Local Choice Directory Website. may be subject to a third party's terms and conditions of use. Nothing in this Agreement (or otherwise on The Local Choice Directory Website. constitutes a licence or right for You to use such content.

#### • **4. Privacy**

- Any personal information collected by The Local Choice Directory Website.will be dealt with in accordance with the The Local Choice Directory Website. Privacy Policy.
- You consent (and must procure that any relevant third party consents) to the use of any personal information collected in relation to You (including, without limitation, any personal information contained in Content) in accordance with the The Local Choice Directory Website. Privacy Policy. If You include any personal information about any person in any Content, You must:
  - provide that person with a copy of the The Local Choice Directory Website. Privacy Policy prior to providing us with that personal information; and
  - where possible, have that person provide us with that personal information directly.

#### • **5. Warranties**

- You represent and warrant toThe Local Choice Directory Website. that:
    - You are fully authorised to publish and to authorise The Local Choice Directory Website. to publish all Content (including, without limitation, having full authorisation from any business whose Business Profile You add, amend or update);
    - publication of Accessible Content in accordance with this Agreement will not, at any time, infringe any intellectual property right, moral right or any right of confidence or other right of any person;
    - You have the ability to grant the Licence;
    - all Accessible Content will, at all times, comply with all applicable laws, regulations and relevant industry codes;
    - all products and services advertised in Accessible Content will match the advertised description, and be available in the manner, at the price and for the time period advertised;
    - the Accessible Content does not, and will not at any time, infringe any intellectual property right, moral right or any right of confidence or other right of any person;
    - You have obtained the consent of all individuals whose personal information is included in the Content to:
      - the collection of that personal information byThe Local Choice Directory Website.; and
      - the use and disclosure of that personal information in accordance with the The Local Choice Directory Website.Privacy Policy;
    - all Accessible Content will be current and accurate, and will not mislead or deceive end users of The Local Choice Directory Website.; and
    - each website represented by any URL shown or embedded in the Business Listing for Your business:
      - is controlled and operated by Your business or its independent contractor;
- will be functional and accessible at all times;

- is suitable in all respects, including (without limitation) subject matter, to be linked to The Local Choice Directory Website

- **6. Liability**

- The Local Choice Directory Website is provided "as is", and You acknowledge and agree that The Local Choice Directory Website has no control over Third Party Content and that Your use of The Local Choice Directory Website (including, without limitation, all material obtained from or linked to The Local Choice Directory Website) is at Your sole risk. Nothing on The Local Choice Directory Website constitutes the giving of financial or other advice. You should obtain qualified professional advice before acting on the basis of any information on The Local Choice Directory Website.
- To the full extent permitted by law, The Local Choice Directory Website excludes all liability to You for any damages or loss (including without limitation, loss of profits, indirect or consequential loss) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence), statute or otherwise) suffered by You in connection with:
  - Your use of, or reliance on, The Local Choice Directory Website (or any information contained on or linked to The Local Choice Directory Website);
  - any dealing You have with any business displayed on The Local Choice Directory Website.
- Certain legislation may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. This Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision in this Agreement, to the extent to which The Local Choice Directory Website is entitled to do so, The Local Choice Directory Website limits its liability in respect of any claim under those provisions to:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.
- You hereby indemnify and hold harmless The Local Choice Directory Website and its employees from and against any liability, loss, damage, costs and expense (including, without limitation, legal expenses on a full indemnity basis) and penalties incurred or suffered by any of them arising out of:
  - Your breach of this Agreement, including (without limitation) a warranty;
  - any act of fraud or wilful misconduct by or on behalf of You; and
  - the publication or use of, or any act or omission in relation to, the Accessible Content including, without limitation, claims brought by any third party relating to defamation, negligent misstatement, injurious falsehood, contempt of court, rights of publicity and/or privacy, copyright infringement, trade mark infringement, other intellectual property infringement, passing off, misleading or deceptive conduct and any failure to comply with or fulfil any representations, warranties or agreements.

- **7. General**

- We may provide You with notices by email, mail or by posting content on The Local Choice Directory Website
- You should carefully read and agree to this Agreement each time You use The Local Choice Directory Website. Whilst The Local Choice Directory Website hopes not to have to alter this Agreement, it is possible that changes will be required from time to time. By using The Local Choice Directory Website (including, without limitation, by posting any Content) You agree that the then current version of this Agreement will apply to that use.

- The Local Choice Directory Website may assign this Agreement provided that the relevant assignee undertakes to perform all of The Local Choice Directory Website obligations herein. Subject to the foregoing, neither party may assign this Agreement in whole or in part.
- The indemnities in this Agreement are:
  - continuing obligations of the parties, separate and independent from their other obligations and survive termination of this Agreement; and
  - absolute and unconditional and unaffected by anything that might have the effect or prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.
- **8. Definitions**
  - In this Agreement:
    - Content means all content posted by You onto The Local Choice Directory Website including, without limitation, all text, graphics, icons, photographs, URLs and Reviews.
    - Accessible Content means all Content and all similar content on sites to which URLs contained in Your Content are linked.
    - Business Listing means a business profile in the Database. A Business Profile may contain information about the profiled business, for example, contact details.
    - Database means the national database of Business Profiles which is collected by The Local Choice Directory Website and made accessible to the public via the online business directory on The Local Choice Directory Website
    - Review means a review or other comment which You add to The Local Choice Directory Website in relation to any Business Profile or associated products and services.
  - If you have any questions, concerns, or suggestions regarding this terms, Please don't hesitate to ask us anything. We at The Local Choice make it our mission to make your experience as easy and pleasant as possible. Drop us a mail or give us a call with any questions you may have. Alternatively, fill in the form below and we'll get back to you as soon as possible!

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