



WEBSITE TERMS OF USE

Effective date: 6 October 2023

Date of last review: 6 October 2023

Introduction

Welcome to our website (<https://dgmt.co.za>). These terms of use ("**Terms**") govern your use of our website and its services. By accessing or using our website, you are bound by these Terms and our Data Protection Policy, which is incorporated herein by reference. If you do not agree with any part of these Terms, you must not use our website.

Our Details

We are the DG Murray Trust (IT141/1979) ("**DGMT**"). Our details are as follows:

Physical Address	Douglas Murray House, 1 Wodin Road, Claremont, Cape Town
Contact No.	+27 21 670 9840
Email Address	info@dgmt.co.za

Use of the Website

We cannot guarantee continuous, uninterrupted, or secure access to our website. Access may be restricted from time to time for repairs, maintenance, upgrades, or other reasons (whether outside or within our control). You may only use our website for lawful purposes and in a manner that does not infringe upon the rights of others or restrict others from enjoying the website. Prohibited activities include (but are not limited to):

- violating any applicable laws or regulations;
- engaging in unauthorised access or tampering with the website's content or systems;
- transmitting any harmful or malicious code, viruses, or other disruptive technologies;
- interfering with the functioning of the website or impairing its performance;
- engaging in any activity that could compromise the security or integrity of the website;
- making unsolicited offers or proposals;

- sending junk mail or spam;
- fraud;
- 'mining' personal information;
- damaging, disabling, overburdening, or impairing our website or platform;
- uploading or disseminating viruses, adware, spyware, worms, or other malicious code;
- in a manner that may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other costs (whether to us, another platform user, or a third party);
- violating any payment card system or payment card network rules;
- bribery or corruption; and
- soliciting money.

Community Guidelines

In addition to the prohibited conduct above, you are not allowed to use our website in contravention of the following content rules or the overall community guidelines. **If you violate any of these, you will pay for any loss we incur as a result (unless our gross negligence caused it).**

In using our website and/or interacting with us and/or another website user, you must not:

- share or post any pornographic content;¹
- promote hate towards any person or group;²
- share false, misleading, or inaccurate information;³
- share content that promotes violence or self-harm;⁴
- share graphic content that may be considered disturbing or violent;⁵
- promote unlawful activities;⁶ or
- infringe on intellectual property and other rights.⁷

Your Account

We may require you to register an account on our website. **You are fully responsible for all activity on such account**, and for keeping your login details safe and secure. You must notify us immediately if you know or suspect an unauthorised person has accessed your account.

We may request your personal information when you create or use your account. Please refer to our

¹ This means images or descriptions that are explicit, sexual, or intended to stimulate erotic feelings or excitement.

² This includes (but is not limited to) spreading hate based on race, ethnicity, culture, language, nationality, migrant or refugee status, political affiliation, gender, religion, sex or gender identity, sexual orientation, disability, or medical condition. It extends to expressions of support for groups that promote hate, prejudice, or intolerance.

³ Avoid uploading health claims or guarantees, conspiracy theories, or information that has been altered, fabricated, or manipulated to undermine trust or cause harm.

⁴ This includes (but is not limited to) content that displays, justifies, or encourages suicide, self-injury, or eating disorders.

⁵ This includes (but is not limited to) content that displays, justifies, or encourages murder, assault or abuse.

⁶ This includes (but is not limited to) the use of weapons, illegal drug use, or involvement in Ponzi schemes.

⁷ This includes (but is not limited to) using someone else's intellectual property without their permission.

[Data Privacy Policy](#) for further information about how we collect, store and process personal information. **We process all information you provide "as is"; therefore, it is your responsibility to ensure that all information you provide us is accurate and up to date.**

Third-Party Links

Our website may contain links to third-party websites/platforms, or display content from third-party sources. These links and content are provided for your convenience, or for login functionality. **We are not responsible for the accuracy, legality, or content of any third-party websites or sources.**

The third-party responsible who owns the third-party link is responsible for any related issues. If you encounter problems with a third-party link, please contact the relevant party directly.

The terms, conditions, policies, and rules of third parties who provide the platforms ("**Third Party Terms**"), including (but not limited to) their privacy policies, are distinct from ours. If you access our website through a third-party link, you may be bound by their Third Party Terms. It is your responsibility to read Third Party Terms before using any third-party link and to comply with them.

Please refer to our [Data Protection Policy](#) for further information relating to third-party links.

Reporting Violations

Please contact us right away if you believe any content violates these Terms.

If you believe someone is in immediate danger because of content posted on our website, please contact the appropriate law enforcement agency first. Please immediately contact us once you've reported the issue to law enforcement.

Intellectual Property Rights

The content on our website, including (but not limited to) text, images, graphics, logos, and trademarks, is protected by intellectual property laws and belongs to us or our licensors. You may not use, reproduce, modify, or distribute any of the content on our website without our prior written consent.

User-Generated Content

Our website may allow users to submit or post content to us or our other website users. By submitting or posting such content, you grant us a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content for any purpose related to our website and services.

You are solely responsible for the content you submit or post (both on our website and directly to other website users) and must ensure that it does not infringe upon the rights of others,

violate any laws, or contain any offensive or harmful material. We reserve the right to remove or modify any user-generated content that we deem inappropriate or in violation of these Terms, and/or to terminate your access to our website.

Communication

By signing up to receive communication from us and/or other website users, you agree to correspondence being sent to you. You must contact us or the relevant website user (as the case may be) if you no longer wish to receive any correspondence.

Disclaimer of Warranties

We strive to provide accurate and up-to-date information on our website. **However, we do not warrant or guarantee the accuracy, completeness, reliability, or timeliness of the information or content accessible via our website. Your use of our website is at your own risk entirely.**

Furthermore, because no data transmission over the internet can be guaranteed to be 100% secure, any information sent by email or submitted through the website is at your own risk.

Indemnification & Limitation of Liability

To the extent permitted by applicable laws, **we shall not be liable for any damages of any nature whatsoever, whether direct, indirect, incidental, consequential, or otherwise, arising out of or in connection with the conduct of website users and/or a website user's use of or inability to use our website.**

You agree to indemnify and hold us harmless from any claims, damages, losses, liabilities, costs, or expenses, of any nature whatsoever, arising from your use of our website or any violation of these Terms.

Governing Law & Dispute Resolution

The laws of the Republic of South Africa govern these Terms. Any disputes arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

Changes to the Terms

We reserve the right to modify or update these Terms from time to time. Any changes will be effective upon posting the updated terms on our website, which date will be clearly indicated on these Terms. It is your responsibility to review these Terms periodically for any updates.