

# Terms and Conditions for BM Innovative Solutions

## **1. Introduction**

These Terms and Conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

## **2. Intellectual Property Rights**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. All these intellectual property rights are reserved.

## **3. Acceptable Use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

## **4. User Content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media.

## **5. Limitations and Exclusions of Liability**

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise.

## **6. Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions.

## **7. Breaches of These Terms and Conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **8. Variation**

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website.

## **9. Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

## **10. Our Contact Details**

You can contact us by email at [info@bminnovativesolutions.co.za](mailto:info@bminnovativesolutions.co.za)