

Disclaimer

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### **ACCEPTANCE**

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3. deep link to, frame, spider, harvest or scrape the content or otherwise access the content for similar purposes.

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BST SHALL DEVELOP AND OPERATE THE SITE WITH REASONABLE SKILL AND CARE AND HAS REASONABLE SECURITY PROCEDURES IN PLACE.

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## GOVERNING LAW

This Site is a South African based web site. These Terms and Conditions shall be governed and construed in terms of the law of the Republic of South Africa and the jurisdiction of the Cape High Court shall govern any action arising from these Terms and Conditions and/or the Use of this Site.

## AMENDMENTS

BST may, in its sole and absolute discretion, amend these terms and conditions, or any part thereof at any time without notice to Users.

## DISPUTES

The User and BST (“the Parties”) irrevocably agrees that any dispute whatsoever arising from these Terms and Conditions shall be settled according to the following procedure:

1. Either party may give written notice to the other party/ies to initiate the procedure.
2. The parties shall first endeavour to settle the dispute by mediation.
3. The parties may agree on the mediation procedure and on the mediator and failing agreement within 5 days of the notice referred to in clause 1, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (“UNCITRAL”) Model Conciliation Rules.
4. If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within thirty (30) days of the notice referred to in clause 1 or such longer period of time as the parties may agree to in writing, the dispute shall be settled by arbitration.
5. The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 days of the exhaustion of the period referred to in clause 4, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.
6. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).
7. Unless agreed otherwise the mediation and the arbitration shall be administered by the parties.
8. The number of mediators shall be one (1) and the number of arbitrators shall be one.
9. Nothing in this clause shall preclude any party from seeking urgent interim relief from any Court of competent jurisdiction.

The venue of the arbitration shall be Cape Town, South Africa.

The arbitrator:

1. shall have regard to the desire of the Parties to dispose of such dispute expeditiously, economically and confidentially;
2. shall be obliged to provide written reasons for his decision.

The Parties irrevocably agree that the decision in the arbitration proceedings:-

1. shall be final and binding on the Parties;
2. shall be carried into effect;
3. may be made an order of any court of competent jurisdiction.

The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

The Parties agree that:

1. the nature of any dispute arising from this agreement; and
2. the resolution thereof in terms of this clause which shall include any testimony and/or evidence presented in terms of the provisions of this dispute resolution clause; and
3. any settlement agreement in terms of this clause as well as any arbitration award, shall be considered Confidential Information.

This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the negotiations, mediation or decision of the arbitrator as the case may be from time to time.

The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.