Privacy Statement

CASPNET TERMS AND CONDITIONS

1. COPYRIGHT

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1.2 Users may download, view and print content from this site for private and non-commercial purposes only.

1.3 All moral rights of Cargo Application Service Provider .Net CC and its employees/agents are reserved.

1.4 Cargo Application Service Provider .Net CC cannot screen or edit all the content available from the Cargo Application Service Provider .Net CC site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform Cargo Application Service Provider .Net CC of any content that may be offensive or illegal.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Cargo Application Service Provider .Net CC and as such are protected from infringement by local and international legislation and treaties.

3. ELECTRONIC COMMUNICATIONS

3.1 When a user visits Cargo Application Service Provider .Net CC or sends e-mails to Cargo Application Service Provider .Net CC that user consents to receiving communications from Cargo Application Service Provider .Net CC electronically and agrees that all agreements, notices, disclosures and other communications sent by Cargo Application Service Provider .Net CC satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

4. HYPERLINKS

4.1 No person, business or web site may link to any page on this site without the prior written permission of Cargo Application Service Provider .Net CC Such permission could be obtained from the person referred to in clause 1 hereof. This clause does not apply to parties that have entered into e-trader agreements with Cargo Application Service Provider .Net CC

4.2 Hyperlinks provided on this site to non-Cargo Application Service Provider .Net CC sites, are provided as is and Cargo Application Service Provider .Net CC does not necessarily agree with, edit or sponsor the content on such web pages.

5. FRAMING

5.1 No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

6. SPIDERS AND CRAWLERS

6.1 No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Cargo Application Service Provider .Net CCSuch permission could be obtained from the person referred to in clause 1 hereof.

7. DISCLAIMER

7.1 Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Cargo Application Service Provider .Net CC nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, Cargo Application Service Provider .Net CC makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to the person referred to in clause 1.

7.2 This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Cargo Application Service Provider .Net CC that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

7.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Cargo Application Service Provider .Net CC and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

7.4 Neither Cargo Application Service Provider .Net CC nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold via this web site.

8.1 VALUE ADDED TAX

8.1.1 Value added tax at the rate of 15% is charged on goods and services bought by South African residents.

8.1.2 VAT is not payable on international orders.

8.2 IMPORT DUTIES

8.2.1 Import duties may be payable by recipients of goods in foreign countries. Cargo Application Service Provider .Net CC does not know what levies may be payable.

9. GOVERNING LAW

9.1 All bussiness undertaken is subject to South African law.

10. PRIVACY

10.1   Cargo Application Service Provider .Net CC shall take all reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf

10.2   Cargo Application Service Provider .Net CC may electronically collect, store and use the following personal information of Users:

10.2.1 name and surname;

10.2.2 birth date;

10.2.3 gender;

10.2.4 country of residence;

10.2.5 closest city;

10.2.6 non-personal browsing habits and click patterns;

10.2.7 e-mail address; and

10.2.8 IP address.

10.3   Cargo Application Service Provider .Net CC1 collects, stores and uses the abovementioned information for the following purposes:

10.3.1 to greet the User when he/she accesses the Cargo Application Service Provider .Net CC web site;

10.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the Cargo Application Service Provider .Net CC website;

10.3.3 subject to the User's consent, inform the User about competitions and special offers from Cargo Application Service Provider .Net CC and/or its partners / affiliates;

10.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Cargo Application Service Provider .Net CC web site.

10.4   Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

10.5   The User may elect not to receive any communications from Cargo Application Service Provider .Net CC and/or its partners / affiliates.

10.6   Cargo Application Service Provider .Net CC may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

10.6.1 Cargo Application Service Provider .Net CC shall not disclose personal information from Users unless the User consents thereto;

10.6.2 Cargo Application Service Provider .Net CC shall disclose information without the User's consent only through due legal process; and

10.6.3 Cargo Application Service Provider .Net CC may compile, use and share any information that does not relate to any specific individual.

10.7 Cargo Application Service Provider .Net CC owns and retains all rights to non-personal statistical information collected and compiled by Cargo Application Service Provider .Net CC

11. SECURITY

11.1 Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Cargo Application Service Provider .Net CC suffers any damage or loss.

11.2 The user agrees and warrants that its log-in name and password shall:

11.2.1 be used for personal use only; and

11.2.2 not be disclosed to any third party.

11.3 The user allows Cargo Application Service Provider .Net CC to take all reasonable steps to ensure the integrity and security of the Cargo Application Service Provider .Net CC site and back-office applications.

12. CHANGES TO AGREEMENT

12.1 Cargo Application Service Provider .Net CC may, in its sole discretion, change this agreement or any part thereof at any time without notice.

13. DISPUTES

13.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Cargo Application Service Provider .Net CC , then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Johannesburg in English. The arbitration rules may be downloaded from: http://www.arbitration.co.za/Pages/docs/expedited_rules.pdf.

14. DOMICILIUM

14.1 Cargo Application Service Provider .Net CC chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 2 Constellation Street, Rhodesfield, Kempton Park, 1619. South Africa.

15. TERM AND TERMINATION

15.1 This agreement shall commence when the user registers on the Cargo Application Service Provider .Net CC site and continues indefinitely until terminated by Cargo Application Service Provider .Net CC in terms of clause 12 hereto or for any other reason.

16. GENERAL INFORMATION

16.1 Cargo Application Service Provider .Net CC Reg No: 1998/060603/23

Members: B.C. Mulligan (Managing), R. Mulligan. R.D. Mulligan.