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- fraud or fraudulent misrepresentation on the part of Spatial Data Services (Pty) Ltd; or
- matter which it would be illegal or unlawful for Spatial Data Services (Pty) Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

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You accept that, as a limited liability entity, Spatial Data Services (Pty) Ltd has an interest in limiting the personal liability of its officers and employees. Accordingly, you agree that you will not bring any claim personally against Spatial Data Services (Pty) Ltd's officers or employees regarding any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Spatial Data Services (Pty) Ltd's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Spatial Data Services (Pty) Ltd.

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If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

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You hereby indemnify Spatial Data Services (Pty) Ltd and undertake to keep Spatial Data Services (Pty) Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Spatial Data Services (Pty) Ltd to a third party in settlement of a claim or dispute on the advice of Spatial Data Services (Pty) Ltd's legal advisers) incurred or suffered by Spatial Data Services (Pty) Ltd arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

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block your access to the website and/or bringing court proceedings against you.

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Spatial Data Services (Pty) Ltd may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

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You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with specific service level agreements that might exist between Spatial Data Services (Pty) Ltd and you, constitute the entire agreement between you and Spatial Data Services (Pty) Ltd in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with 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 South Africa.