

## WEBSITE TERMS OF USE

### 1. INTRODUCTION

- 1.1 This Website is owned and operated by Capability BPO Global (Pty) Ltd (“Capability BPO”, “we”, “us”, “our”). The use of <http://www.capabilitybpo.com> (“the Website”) is subject to the following terms and conditions (“the Terms of Use”).
- 1.2 When you (“Customer”, “you”, “your” or “user”) access our website you confirm that you consent to bind yourself to the Terms of Use, which may limit our risk or liability or a third party; and/or may create risk or liability for you; and/or may compel you to indemnify us or a third party; and/or serve as an acknowledgement, by you, of a fact.
- 1.3 Any personal information submitted on the Website will be subject to our Privacy Policy [\(Link\)](#).

### 2. USE OF WEBSITE

- 2.1 Capability BPO may provide links that would appear useful to its users. Capability BPO does not endorse or accept responsibility for the content or use of such websites or the information contained therein.
- 2.2 This website is to be used for the purposes it is intended only. Any other use, which includes but is not limited to posting or sharing unlawful or obscene material; unlawful interception of data; defamation, abuse and harassment; the unauthorised sharing of information protected by copyright; deceptive online marketing; or misrepresentation, is strictly prohibited.

### 3. DISCLAIMER

- 3.1 Whilst every effort has been made by us to ensure that the Website is free from destructive code (such as viruses) we cannot guarantee that it is free from destructive code therefore shall not be held liable for any loss or damage due to destructive code.
- 3.2 The use of the Website in any form is entirely at the users’ own risk and we make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of the Website.

### 4. INDEMNIFICATION

- 4.1 To the full extent permitted by law, you indemnify and hold us harmless against all liabilities, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of the use of the Website by you including direct, indirect, special or consequential damages, and whether in an action based on contract, negligence or any other action.

### 5. GENERAL

- 5.1 Please refer any questions or complaints regarding these Terms of Use to [compliance@capabilitybpo.com](mailto:compliance@capabilitybpo.com)
- 5.2 All intellectual property including but not limited to trademarks, service marks (whether registered or unregistered), copyright, patents, designs, know-how and other proprietary rights whether existing now or in the future throughout the world used by Capability BPO on the Website and / or any other platform shall remain the sole and exclusive property of Capability BPO, and you are prohibited from use of it.
- 5.3 These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.
- 5.4 These Terms of Use are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- 5.5 Our failure to exercise any particular rights or provision of these Terms of Use shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

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5.6 These Terms of Use, as varied by us from time to time without notice to you, constitute the sole agreement between you and us.

5.7 In terms of the Electronic Communications and Transactions Act 25 of 2002, you are hereby informed of the following details:

Business name: Capability BPO Global (Pty) Ltd  
Director: Mark Essey  
E-mail address: [compliance@capabilitybpo.com](mailto:compliance@capabilitybpo.com)