

PRIVACY & SECURITY POLICY

1. PRIVACY POLICY

- 1.1 Any information which you provide to Canal Walk Shopping Centre whether on any forms you complete through this web site, and any information which Canal Walk Shopping Centre have about you will be regarded by Canal Walk Shopping Centre as personal information and, subject to the Terms and Conditions incorporated herein shall be treated as confidential.
- 1.2 No personal information will be disclosed to third parties without the user's permission; however; Canal Walk Shopping Centre may share personal information with associated business partners
- 1.3 Canal Walk Shopping Centre gathers and will be in possession of the following private and personal information of users:
 - 1.3.1 Information provided by the user voluntarily
 - 1.3.2 Information automatically provided (E.g. cookies) – this information is gathered to improve the efficiency of your browsing on the Canal Walk Shopping Centre website. Cookies are harmless to computers and do not carry viruses.
- 1.4 By using this web site the user consents to the following:
 - 1.4.1 Canal Walk Shopping Centre may use your personal information for communication purposes from time to time. Users may request to be removed from any communication system at any time;
 - 1.4.2 Canal Walk Shopping Centre may use user's information for statistical purposes;
 - 1.4.3 Canal Walk Shopping Centre may use your personal information in the ordinary course of its business and for promotions and marketing
 - 1.4.4 Canal Walk Shopping Centre retains the copyright in databases of personal information of users; and
 - 1.4.5 Canal Walk Shopping Centre may share user's information with associated business partners for commercial purposes.
- 1.5 By using this web site the user further acknowledges that:
 - 1.5.1 Canal Walk Shopping Centre will release your personal information to a party if it believes that it is required by law or by a court to do so
 - 1.5.2 Canal Walk Shopping Centre will also disclose your personal information if it believes that this is necessary to prevent or lessen any unlawful or harmful actions

2. SECURITY OF INFORMATION

- 2.1 All reasonable steps will be taken to secure a user's information.
- 2.2 Where necessary, and whether applicable now or in the future, users undertake not to divulge their user name and passwords to any other person.
- 2.3 It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that Canal Walk Shopping Centre should suffer any damage or loss, civil damages will be claimed.

DISCLAIMER

1. DISCLAIMER

- 1.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communication and Transactions Act, Canal Walk Shopping Centre shall not 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, Canal Walk Shopping Centre 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.
- 1.2 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 for the user to satisfy itself prior to entering into this agreement with Canal Walk Shopping Centre 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.
- 1.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Canal Walk Shopping Centre and users are encouraged to consult professional or third-party advice before taking any course of actions related to information, ideas, recipes or opinions expressed on this site.
- 1.4 Neither Canal Walk Shopping Centre 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 purchased directly or from retail outlets as a result of promotion from or on this web site.

TERMS AND CONDITIONS

Binding:

- Your access to and use of this website shall be subject to the following terms and conditions
- These terms and conditions are binding and enforceable against you the user and may be updated by ourselves from time to time.
- Any use of the website by you after an update or modification to the website means that you have accepted such update or modification and are bound thereby.

Nature of information on the site:

- All information on this website is intended to provide you with general information about us, the shop owners, the shops that you can find in our centre and about our services and objectives.
- Canal Walk Shopping Centre is the owner of this website and access thereto is provided to you without any warranties of any nature and more particularly without any warranty as to any of the products or services that appear on this website.
- The information posted on this website is not an offer to you, nor an invitation to do business with us.
- This website is a medium to promote Canal Walk Shopping Centre.

- We do not act as a facilitator of electronic transactions between you and the shop owners and this site is specifically not meant as an offer to you of goods of services for sale, hire or exchange by way of an electronic transaction.
- This website carries adverts, promotional material and content for shop owners in our centre, and of companies and individuals not related to ourselves.
- As such, we have no control over such information and therefore we accept no liability as to the content thereof.
- Goods or products quoted on our site by a shop owner are subject to such terms and conditions as the proprietor of such shop may impose.
- You shall not interpret any advertising of promotional material on our site by a shop owner as constituting any relationship between ourselves and such a shop owner.
- We specifically exclude any warranty relating to accuracy of the information posted on this website, whether any offer contained herein is valid and binding, and the supplier of such information performing in terms of the offer or information supplied.
- Any use of or reliance by you of such advertising or promotional material is entirely at your own risk.

No warranties or representations

- We are not liable for any damages whatsoever relating to the advertising material or its publication on our site.
- This includes, without limitation, any direct, indirect, special, incidental consequential or punitive damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

Hyperlinks:

- Hyperlinks may be provided on our site.
- You shall not be entitled to interpret such hyper linking as constituting any relationship between ourselves and any linked third party, nor shall you be entitled to interpret such hyperlink as an endorsement by ourselves of such third party.
- Use or reliance by you of such hyperlinks is at your own risk.

Termination of use:

- You agree that we may terminate your use or access to this website without notice and without having to furnish you with any reasons.
- You specifically indemnify ourselves against any claim that you might have arising out of the termination of your use or access to our website.

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