

WEBSITE TERMS OF USE

This website is operated by SMAC Art Gallery. Throughout the site, the terms “we”, “us” and “our” refer to SMAC Gallery. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

1. Ownership of material

All material found on this website, unless otherwise noted, is owned by SMAC Gallery. The user is not permitted to copy, reproduce, or use any such material without our prior written consent.

2. No liability

SMAC Gallery is not responsible or liable for any loss or damage relating to the website or the personal information of any user or material and information transmitted over our system. Whilst every reasonable care has been taken in writing and compiling the website, we accept no responsibility for any loss or damage that may be sustained as a result of reliance by any person on the information contained in the website.

We provide our website and website content "as is", without warranty, guarantee, or promise as to its quality, condition, fitness for purpose, availability, suitability, or functionality.

3. Amendments of these website terms of use

We reserve the right to amend these terms. The user acknowledges that by visiting the website from time to time, the user will become bound to the current version of these terms and, unless stated in the current version, all previous versions will be superseded by the current version. You are responsible for reviewing the then current version on each visit to the website.

4. Third Party Links

Certain content, products and services available via our website may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

5. Your Privacy

We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can regularly assess and improve the website, we may collect information on the number of visits to the site, pages viewed, etc. Please refer to our [Privacy Policy](#) to learn more.

6. Website Availability

Our website will only be available at such times as we may decide, and we do not guarantee that our website, or any website content, will always be available or be uninterrupted. We may suspend our websites at any time without notice and for any reason, including for upgrade, maintenance, repair, prevention of damage, and investigation. We may suspend, withdraw, discontinue or change all or any part of our websites at any time without notice. We shall have no liability to you (including in negligence) if our site is not available for any reason, and we shall have no obligation to you to make sure that our site is available to you at any time.

7. No misuse

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence, including under the Electronic Communications and Transactions Act, no. 25 of 2002 and any other applicable Law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

8. Applicable laws

These terms will in all respects be governed and construed in accordance with the laws of South Africa. The user submits to the jurisdiction of the Courts of South Africa.

9. Waiver

Failure or neglect by us to enforce at any time these terms, will not be construed as a waiver of its rights, nor will such failure or neglect in anyway effect the validity or the whole or any part of these terms, nor prejudice our rights to take subsequent action.

10. Entire agreement

These terms constitute the entire agreement between the parties in respect of this subject matter.

11. Enquiries

Any questions or concerns arising from these terms, the site or any personal information should be addressed to SMAC Gallery.