

USER AGREEMENT

Your acceptance of the following **Terms and Conditions** constitute an agreement between you and the **National Hunting and Shooting Association (NHSA)**, the operator of **natshoot.co.za (the "Site")**. These Terms and Conditions govern your use of **the Site**, both as a casual visitor and as a registered user.

Accepting these Terms and Conditions also signifies your acceptance of the **NHSA's Privacy Policy**, which describes the **Collection, Use, and Disclosure of Personal Information**, and which information is stored and maintained on the NHSA Electronic Membership Database. The NHSA Privacy Policy is incorporated herein by reference (<https://natshoot.co.za/legal/privacy-policy>).

If you are registering an account or using **the Site** on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms and Conditions on behalf of such individual or entity, with the understanding that all responsibilities remains with the individual or entity on behalf of who you enter Personal Information.

NHSA offers the Site "AS IS" and without warranties.

1. About the Site

1.1 Everything we offer on **the Site** is referred to in these Terms and Conditions collectively as **Services**.

1.2 Some information contained in **the Site** is viewable without registering with us, but to actively participate or store and again use your information, you must register as a member and authorise the use of your personal information for purposes of allowing us to provide the **Services** as are otherwise disclosed in our Privacy Policy.

1.3 You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information"), which is provided to you on **the Site** (including Information provided in direct response to your questions or postings), may be provided by individuals in the firearms, wildlife, hunting and/or sport shooting sector, which Information is solely to provide you with assistance, and cannot be taken to constitute the only truth in respect thereof.

2. NHSA Does Not Guarantee Anything

2.1 The Information, which you obtain or receive from **the Site**, or from the NHSA, or the employees of NHSA, or its contractors, or partners, or sponsors, or advertisers, or licensors or otherwise included on **the Site**, is for information purposes only. All firearm licensing, wildlife, hunting and/or sport shooting information comes from independent professionals and organisations or official bodies.

2.2 The information provided on **the Site** and in any other communications from, or provided through **the Site**, is not intended as a substitute for, nor does it replace, the responsibility you as a firearm owner have towards any activity you may participate in or conduct in relation to the activities presented by NHSA.

2.3 Your use of information provided on **the Site** is solely at your own risk.

2.4 Nothing stated or posted on **the Site** or available through any other **Services** of NHSA is intended to be, and must not be taken to be, the only truth in terms of firearms licensing, wildlife, hunting and/or sport shooting.

2.5 If you rely entirely on any of the Information provided by **the Site**, you do so solely at your own risk.

3. Site Content

3.1 We make the content on **the Site** available as a service to NHSA members for the purposes of providing an informative and educational resource, and to also serve as an interactive service for NHSA member administration and the issue of member specific official NHSA documentation.

3.2 We may, but have no obligation to have Information posted on **the Site** reviewed by the Site's editorial personnel, but cannot guarantee the timeliness and accuracy of any or all of the Information on **the Site**. Neither the authors, the editorial personnel, nor any other party who has been involved in the preparation or publication of the information on **the Site**, can assure you that the Information contained herein is in every respect 100% accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from your use of such Information, despite us having taken all and every precaution to be as accurate as humanely possible with the Information provided.

3.3 You are thus explicitly encouraged to also independently confirm the Information contained herein with other sources and to seek the advice of additional qualified sectoral professionals.

4. Registration

4.1 As part of the registration process, you will provide an Email address and create a password to enter your Personal Pages on **the Site**. These are your credentials for accessing **the Services**, which are only available to NHSA members ("Credentials").

4.2 You should keep your Credentials private and not share your Credentials with anyone else.

4.3 You are responsible to immediately notifying us if your password has been hacked or stolen by sending an Email to webinfo@natshoot.co.za

5. Your Personal Information

5.1 In order to register, you must provide certain minimum **Personal Information** about yourself.

5.2 You hereby authorize NHSA, its employees, agents and others operating on its behalf, to use Personal Information about you, including, without limitation, your name, address, and contact information; in order to provide the necessary **Services** to you, in accordance with our Privacy Policy (<https://natshoot.co.za/legal/privacy-policy>).

6. Your Responsibilities

6.1 The **Services** provided to members on or through **the Site** are free of charge. You are responsible for your use of **the Site**. You may use **the Site** and **the Services** for lawful, non-commercial purposes only.

6.2 You may not use **the Site** in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of **the Site** or **the Services**.

6.3 You may not attempt to gain unauthorized access to any of **the Services**, user accounts, or computer systems or networks, through hacking, password mining or any other means.

6.4 Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

6.4.1 copy, modify, adapt, translate, or reverse engineer any portion of **the Site**, its content or materials and/or **the Services**;

6.4.2 remove any copyright, trademark or other proprietary rights notices contained in or on **the Site** and/or **the Services** or any other material obtained via **the Site** and/or **the Services**;

6.4.3 use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index, any portion of **the Site** and/or **the Services**;

6.4.4 access, retrieve or index any portion of **the Site** and/or **the Services** for purposes of constructing or populating a searchable database of reviews related to the firearms, wildlife, hunting and/or sport shooting sector;

6.4.5 reformat or frame any portion of the web pages that are part of **the Site** and/or **the Services**;

6.4.6 use any means, including software means, to conduct web scraping of any portion of **the Site**, its content or materials and/or **the Services**.

6.5 In addition to our rights in these Terms and Conditions, we may take any legal action and implement any technical remedies to prevent the violation of the provisions in this paragraph, and to enforce these Terms and Conditions.

7. Changes to These Terms and Conditions

7.1 We may change these Terms and Conditions at any time, as and when we deem it necessary, reasonable and appropriate. Upon any change in these Terms and Conditions, we will post the

amended agreement on **the Site**; we shall notify you of such changes by means of the different electronic communication methods we have at our disposal and have access to.

7.2 Your continued use of **the Site** and/or **the Services** following such posting shall constitute your affirmative acknowledgement of the Terms and Conditions, the modification, and agreement to abide and be bound by the Terms and Conditions, as amended.

7.3 However, if at any time you choose not to accept these Terms and Conditions, including following any such modifications hereto, **then please do not use the Site**.

8. Changes to the Services

8.1 We may from time to time add new services to **the Services**, substitute a new service for one of the existing **Services**, or discontinue or suspend one of the existing Services.

8.2 Information about the new **Services** will be included on **the Site**, and the use of new **Services** will be governed by these Terms and Conditions.

8.3 You agree that NHSA or natshoot.co.za will not be liable to you or any third party for any suspension or discontinuation of any of **the Services**.

9. Links to Other Sites

9.1 **The Site** may include links to other websites, including links provided as automated search results. These links are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide.

9.2 You acknowledge and agree that we are not responsible or liable for the content or accuracy of such other sites.

10. Additional Terms

10.1 Certain of **the Services** on **the Site** may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular **Service** and supplement these Terms and Conditions.

10.2 If you choose to register for, or access any such **Services**, you will be presented with any relevant additional Terms and Conditions which might apply at that time. By using those **Services**, you agree to comply with such additional guidelines and rules.

11. No Spam

11.1 You may not use contact information provided by our users or Collaborating Providers, or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as SPAM.

11.2 You may not allow others to use your account to violate the terms of this paragraph.

11.3 We may terminate your membership or access to **the Site** immediately and may take appropriate legal action if it can be proven that you or anyone using your Credentials violates these provisions.

12. Your Use of the Content

12.1 All of the Information available on or through **the Services** and/or **the Site**, including without limitation, text, photographs, graphics and video and audio content, is owned by us and our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties.

12.2 You acknowledge that **the Services** and any underlying technology or software used in connection with **the Services** contain NHTSA or natshoot.co.za proprietary information. We give you permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of **the Services** and/or **the Site**.

12.3 You may print, download, and store information from **the Site** for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the content, or exploit **the Site** in whole or in part, for any commercial gain or purpose whatsoever.

12.4 Except as is expressly and unambiguously provided herein, NHTSA or natshoot.co.za and its suppliers do not grant you any express or implied rights, and all rights in **the Site** and **the Services** not expressly granted by NHTSA or natshoot.co.za to you, are retained by NHTSA and/or natshoot.co.za

13. Disclaimer of Warranties & Guarantees

13.1 We have no special relationship with or fiduciary duty to you.

13.2 You acknowledge that we have no control over, and no duty to take any action regarding:

1. which users gain access to **the Site** and/or **the Services**;
2. what content you access via **the Site** and/or **the Services**;
3. what effects the content on **the Site** and/or **the Services** may have on you;
4. how you may interpret or use the content on **the Site** and/or **the Services**, or;
5. what actions you may take as a result of having been exposed to the content on **the Site** and/or **the Services**.

13.3 You release us from all liability for you having acquired or not acquired content through **the Site** and/or **the Services**.

13.4 We make no representations concerning any content contained in or accessed through **the Site** and/or **the Services**, and we will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through **the Site** and/or **the Services**.

13.5 We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through **the Site** and/or **the Services**.

13.4 We provide **the Site** and/or **the Services** "as is", "with all faults" and "as available." We make no express or implied warranties or guarantees about **the Services**.

13.5 To the maximum extent permitted by law, we hereby disclaim all such warranties, including all statutory warranties, with respect to **the Site** and/or **the Services**, including without limitation any warranties that **the Services** are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing.

13.5 We do not guarantee that the results that may be obtained from the use of **the Site** and/or **the Services** will be effective, reliable or accurate or will meet your requirements.

13.6 We do not guarantee that you will be able to access or use **the Site** and/or **the Services** (either directly or through third party networks) at all times or at all locations of your choosing.

13.7 We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of **the Site** and/or **the Services** or any other data or information provided or received through **the Site** and/or **the Services**.

13.8 Except as expressly set forth herein, NHSA and natshoot.co.za make no warranties about the information systems, software and functions made accessible through **the Site** or any other security associated with the transmission of sensitive information, despite taking all humanely possible and necessary precautions to ascertain the integrity of the afore mentioned.

13.9 NHSA and natshoot.co.za do not warrant that **the Site** and/or **the Services** will operate error-free, that loss of data will not occur, or that **the Services**, software or **the Site** are free of computer viruses, contaminants or other harmful items, despite taking all humanely possible and necessary precautions to ascertain the integrity of the aforementioned.

14. General Limitation of Liability

14.1 Neither NHSA or natshoot.co.za 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 **the Site** and/or **the Services** or content provided from and through this Website.

14.2 In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use, **the Site** and/or **the Services**.

14.3 These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, any other commercial damages or losses, even if we knew or should have known of the possibility of such damages.

14.4 Neither NHSA nor natshoot.co.za make any representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors.

14.5 The Website itself is supplied on an "as is" basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these Terms and Condition that the Service available from and through this Website will meet your individual requirements and be compatible with your hardware and/or software.

14.6 Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of NHSA or natshoot.co.za and you are encouraged to always consult other sources of advice before taking any course of action related to information, ideas or opinions expressed on this Website.

15. Termination

15.1 We may terminate and/or suspend your registration immediately, without notice, if there has been a proven violation of these Terms and Conditions or other policies and terms posted on **the Site** by you or by someone using your Credentials.

15.2 We may also cancel or suspend your registration for any other good reason, including inactivity for an extended period, but will attempt to notify you in advance of such cancellation or suspension. NHSA or natshoot.co.za shall not be liable to you or any third party for any termination of your access to **the Site** and/or **the Services** done within good reason as the result of your proven transgression of the content of 15.1.

15.3 You further agree not to attempt to use **the Site** and/or **the Services** after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may re-register once you are declared Active again).

16. Indemnity

16.1 Upon a request by us, you agree to indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorney's fees, made by any third party that arise from or are related to:

1. your access to **the Site** and/or **the Services**;
2. your use of **the Site** and/or **the Services**, or;

3. the violation of these Terms and Conditions, or of any intellectual property or other right of any person or entity, by you or any third party using your Credentials.

16.2 The foregoing indemnity obligation does not apply to liabilities, claims and expenses arising as a result of our own proven gross negligence or intentional misconduct.

17. Electronic Contracting and Notices

17.1 Your affirmative act of using **this Site** and/or registering for **the Site** and/or **the Services** constitutes your electronic signature to these Terms and Conditions, which includes our Privacy Policy, and your consent to enter into agreements with us, and to accept all **our Services** electronically.

18. Copyright Dispute Policy

18.1 It is NHTSA and/or natshoot.co.za policy to block access to, or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and to remove and discontinue Service to repeat offenders.

19. Procedure for Reporting Copyright Infringements

19.1 If you believe that material or content residing on or accessible through the Site or the Services infringes a copyright, please send a notice of copyright infringement containing the following information to our Designated Copyright Agent ("Proper Bona Fide Infringement Notification") at juan@therescueshop.co.za:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that the Designated Copyright Agent will be capable of finding and verifying its existence;
4. Contact information about yourself, including address, telephone number and, if available, email address;
5. A statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

20. Upon Receipt of a Bona Fide Infringement Notification

20.1 Once a Proper Bona Fide Infringement Notification is received by the Designated Copyright Agent, it is NHSA or natshoot.co.za policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that for repeat offenders, NHSA or natshoot.co.za will also terminate such content provider's, member's or user's access to the Service.

21. Procedure to Supply a Counter-Notice to the Designated Agent

21.1 If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Copyright Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
4. The content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the High Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the Republic of South Africa, for any judicial district in which NHSA or natshoot.co.za is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

22. Removal

22.1 When a counter-notice is received by the Designated Copyright Agent, NHSA or natshoot.co.za may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days.

22.2 Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at NHSA or natshoot.co.za discretion.

23. Entire Agreement

23.1 Your acceptance of these **Terms and Conditions** and any supplemental terms, policies, rules and guidelines posted on **the Site**, including the Privacy Policy, constitute the entire agreement between you and NHSA or natshoot.co.za and supersedes all previous written or oral agreements.

23.2 If any part of these **Terms and Conditions** is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

23.3 The failure of NHSA or natshoot.co.za to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

23.4 The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

24. Choice of Law and Dispute Resolution

24.1 These Terms and Conditions shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the Republic of South Africa as applied to contracts made and to be performed entirely within the Republic of South Africa, without giving effect to the country's conflicts of law statute.

24.2 Any controversy, dispute or claim arising out of or related to these Terms and Conditions or your use of **the Site** and/or **the Services** shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in the Gauteng province of South Africa. The arbitration tribunal shall consist of one arbitrator.

24.3 The decision or award of the arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court, or application may be made to any competent court, for judicial acceptance of such decision or award and an order of enforcement.

24.4 The parties agree that the arbitrator shall have the authority to impose equitable and injunctive relief as well as to award monetary relief, as the arbitrator deems appropriate.

25. Eligibility

25.1 You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use **the Site** and/or **the Services**.

25.2 If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use **the Site** and/or **the Services** only in conjunction with, and under the supervision of your parent or guardian who has agreed to the Terms and Conditions.

25.3 If you are under the age of 13, you may not use **the Site** and/or **the Services**.

25.4 If you are the parent or legal guardian of a child under the age of 18, you may use **the Site** and/or **the Services** on behalf of such minor. By using **the Site** and/or **the Services** on behalf of a minor, you represent and warrant that you are the parent or legal guardian of such minor and that all references in these Terms and Conditions to “you” shall refer to such minor or such other individual for whom you have authorization to enter into these Terms and Conditions on their behalf.

25.5 Membership in the Services is void where prohibited by applicable law, and the right to access **the Site** is revoked in such jurisdictions.

25.6 By using **the Site** and/or **the Services**, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and Conditions and to abide by all of the Terms and Conditions set forth herein.

25.7 The Site is administered in South Africa and intended for South African users; any use outside of South Africa is at the user’s own risk and users are responsible for compliance with any local laws applicable to their use of **the Services** or **the Site**.

IF YOU DO NOT QUALIFY UNDER, OR ASCRIBE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE AND/OR THE SERVICES.

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