

Website Terms of Use

Terms & Conditions of use

1. Introduction

1.1. These terms and conditions (“the Terms and Conditions”) are binding on all persons that access the www.shootingmpds.co.za website (“the Website”) without qualification or exception. By entering the Website, the person accessing the Website (“the User”) agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

1.2. SOUTH AFRICA MULTI PLATFORM DIMENSION SHOOTING (‘MPDS’) may from time to time amend these Terms and Conditions without notice to the User. The User’s continued use of these Website shall constitute the User’s agreement to the amended Terms and Conditions.

2. Intellectual Property

The Website is owned by Multi-Platform Dimension Shooting and the User acknowledges that MPDS or its licensors are the proprietors of all intellectual property subsisting in, pertaining to or used on the Website, including, without limitation, copyright, trademarks, patents, inventions, goodwill and trade secrets (“the Intellectual Property”).

3. Website Use

3.1. The User may not, without MPDS’s written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Intellectual Property or the Website’ contents.

3.2. The User shall not infect the Website with viruses, worms, ‘trojan’ or any other code that has malicious, contaminating or destructive properties nor shall the User damage, interfere with or intercept any data or information contained on the Website.

3.3. Registration as a member is not required to access and view this website. Registration as a member is however required to participate in and store your information on this website as we will require your consent to collect and store your personal information, as per our privacy policy, in order to render our services to you.

3.4. MPDS reserves the right to make any changes to the Website and its content and/or services offered through the Website at any time and without notice.

3.5. The Website may contain links to other Website. MPDS has no control over such Website, does not review their content and will not be liable for their content or accuracy. The User accesses such Website at the User’s own risk and discretion.

3.6. The User may not link to the Website without MPDS’s prior written consent.

4. General Conditions

4.1. MPDS, at all times, reserve the right refuse service to anyone and for any reason.

4.2. The User understands that his/her/their content, with the exception of credit card information, may be transferred and may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

4.3. The User agrees and undertakes not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

5. Accuracy of Information

5.1. We will take all reasonable steps to ensure that all of the relevant information relating to our services are accurate.

5.2. We reserve the right to correct any errors or inaccuracies on our website and to change or update information on our website. Should there be information on the website, obtained from third parties that is incorrect or incomplete, we are not responsible for same as such information on the website is provided for general information purposes. The User/member understands and agrees that he/she/they will not rely solely on information provided herein and agree to use the website at his/her/their own risk.

5.3. Although our best efforts have been made to ensure accuracy of information, we reserve the right to update our website's contents. The member agrees that it is his/her/their responsibility to familiarise themselves with updates from time to time.

6. Terms of Member services provided

6.1. MPDS is a non-profit company in the shooting industry that provide membership to legal fire-arm owners at a fee. This fee will include the member's access to:

6.1.1 Membership documentation;

6.1.2 Documentation related to dedicated status in terms of Section 16 of The Firearms Control Act, 2004;

6.1.3 Firearms endorsements.

6.2. Payment of membership fees will be acquired for MPDS via DPO Payfast. For more information on DPO Payfast. DPO Payfast has a PCI DSS Level 1 Certificate that guarantees all of their customers' credit card payments are done in their secure environment and no Card details are stored on the website. Users may go to www.payfast.co.za to view their security certificate and security policy.

6.3. MPDS will take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

<https://www.justice.gov.za/legislation/acts/2000-002.pdf>.

6.4. Member details are stored by MPDS, separately from payment- or card details at DPO Payfast which details will be entered directly by the member on their secure site.

6.5. Your submission of personal information through the Website is governed by our Privacy Policy. Please find the link to our Privacy Policy on our website footer or contact enquiries@mpds.co.za to request the details.

7. Governing Law

7.1. The Terms and Conditions and the User's use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa. The User irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms and Conditions or the User's use of the Website.

7.2. As this website is governed by the laws of South Africa, MPDS chooses as its *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature at its registered address being 3 Edison Road, Rondebosch, Cape Town, Western Cape, 7700.

7.3. The website is run by MPDS, a Non Profit Company based in South Africa , with registration number 2021/750829/08 and its Directors.

8. MPDS CONTACT DETAILS

Registered address:

3 EDISON ROAD

RONDEBOSCH

CAPETOWN

WESTERN CAPE

7700

E-mail: enquiries@mpds.co.za

Telephone: 079 884 1723