



TERMS OF USE

Website/Application Terms of Use

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5. Downloading Files

OKgo cannot and does not guarantee or warrant that files available for downloading through the Site will be free from defects, software viruses or other harmful computer code, files or programs.

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Any software available for download via the Site is the copyrighted work of OKgo and/or its licensors. Use of such software is governed by the terms of the end user license agreement that accompanies or is included with such software. Downloading, installing and/or using any such software indicates your acceptance of the terms of the relevant end user license agreement.

7. Cookies

You acknowledge that your use of the Site causes a unique cookie ID to be associated with you, which cookie ID enables us to provide the Services.

8. Complaints

8.1. [Complaints policy](#)

We have a complaints process that we will adhere to, as set out below.

8.2. [How to complain](#)

If you feel that we have not treated you fairly, you can complain to us at any time by emailing us at info@ok-go.co.za.

9. Disclaimer of Warranties

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OKGO'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW BUT SHALL IN NO EVENT EXCEED THE VALUE OF THE FEES PAID OR PAYABLE TO OKGO IN THE FIRST 12 MONTHS OF THE RELEVANT SERVICE CONTRACT.

11. Indemnity

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold OKgo, its parent companies, subsidiaries, affiliated companies, business partners, licensors, employees, agents and any third-party information providers to the Service harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees resulting from or arising out of your use, misuse, or inability to Use the Site, the Service or the Content, or any violation by you of this Agreement.

12. Privacy

By using the Site, you specifically warrant that you agree to OKgo's privacy policy, inter alia, that OKgo or its affiliates may contact you to notify you about changes to our Services or to introduce you to new Services. If you do not agree, you must cease to Use the Site. You can access OKgo's Privacy Policy at www.ok-go.co.za/wp-content/uploads/2024/09/privacy_policy.pdf

13. User Conduct

You agree to Use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to Use the Site in any manner that might interfere with the rights of third parties.

14. Unsolicited Idea Submission Policy

OKgo or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials or new product names. We have found this policy necessary in order to avoid misunderstandings should OKgo's business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us. Please do not send your unsolicited ideas to OKgo or anyone at OKgo. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter or other transmission may say, (1) your idea will automatically become the property of OKgo, without any compensation to you; (2) OKgo will have no obligation to return your idea to you or respond to you in any way; (3) OKgo will have no obligation to keep your idea confidential; and (4) OKgo may use your idea for any purpose whatsoever, including giving your idea to others.

However, OKgo does welcome feedback regarding many areas of OKgo's existing Services that will help satisfy customer needs, and feedback can be provided through the listed contact areas on the Site.

15. Password Security

If you register on the Site, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer, smartphone or tablet. You agree to accept responsibility for all activities that occur under your member identification and password.

16. General Provisions

16.1. Entire Agreement/No Waiver

These Terms of Use constitute the entire agreement with respect to the subject matter hereof. No waiver by OKgo of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

16.2. Correction of Errors and Inaccuracies

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. OKgo reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. OKgo does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

16.3. Enforcement/ Choice of Law/ Choice of Forum

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, OKgo's Privacy Policy, your Use of the Site, the Service or the Content are governed by, and will be interpreted in accordance with, the laws of the Republic of South Africa.

16.4. Claims of Copyright Infringement

Notifications of claimed copyright infringement should be sent to OKgo at info@ok-go.co.za for attention "Legal Advisor".

Contact us