

## TERMS OF USE

Version number: 1.0  
Effective date: 3 December 2007  
Cluver Markotter Incorporated (www.cm.law.za)

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you signify your assent to these terms of use. If you do not agree to these terms of use, you may not use this website in any manner whatsoever.

These terms make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter "the ECT Act"), promulgated in the Republic of South Africa, a copy of which may be obtained at [http://www.internet.org.za/ect\\_act.html](http://www.internet.org.za/ect_act.html).

### 1 TERMS OF USE

Your use of this website shall at all times be subject to these terms of use, as may be amended from time to time. It is your responsibility to continually stay abreast of changes to these terms.

### 2 LIMITATIONS

- 2.1 The use of this website is at your own risk.
- 2.2 Whilst we endeavour to ensure that the information on this site is accurate and complete, we make no warranties about the accuracy, reliability, completeness or timeliness of information published on this website.
- 2.3 Whilst we endeavour to ensure that our website is always accessible, we make no warranties or representations as to the level of uptime or speed of access that can be expected.
- 2.4 The information on this website is intended for general information purposes only and is not intended to serve as financial, legal or other advice.
- 2.5 TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM LIABILITY FOR ANY CLAIM, LOSS, INJURY OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OF INFORMATION AND/OR GOODS AND/OR SERVICES AVAILABLE FROM OR THROUGH THIS WEBSITE, WHETHER DIRECT OR INDIRECT INCLUDING, WITHOUT LIMITATION, ANY LIABILITY RELATING TO ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR LOST DATA, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.
- 2.6 YOU UNDERTAKE TO INDEMNIFY US FROM ANY CLAIM, LOSS, DAMAGE OR INJURY OF WHATSOEVER KIND THAT MAY ARISE OUT OF OR IN CONNECTION WITH YOUR USE AND/OR PUBLICATION OF INFORMATION ON THIS WEBSITE AND/OR THE PURCHASE OR USE OF GOODS AND/OR SERVICES AVAILABLE FROM OR THROUGH THIS WEBSITE.

### 3 SALE OF LIQUOR

To the extent that this website may market, promote or advertise the sale of liquor, it is not intended for persons under the age of 18 years and you are advised that liquor may not by law be sold or supplied to persons under the age of 18 years.

## **4 AUTHENTICATED SERVICES**

- 4.1 In the event that we issue you with login credentials:-
  - 4.1.1 it is your responsibility to ensure the secrecy of your login credentials;
  - 4.1.2 any activity on our website authenticated with your login credentials shall be deemed binding on and attributable to you; and
  - 4.1.3 unless otherwise agreed in writing, we may suspend or terminate access to any services on our website without notice to you.
- 4.2 In terms of section 86 of the ECT Act you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of this website or to otherwise interfere with the proper functioning thereof.

## **5 LICENCE**

- 5.1 The proprietary information on this website may be downloaded or printed for your own non-commercial use only, provided you do not delete or change any copyright, trademark, or other proprietary notices, or distort or otherwise modify the proprietary information in a manner that may be prejudicial to us.
- 5.2 All rights not expressly granted in terms of these terms of use are reserved. Any use of our proprietary information by you, otherwise than expressly authorised in terms hereof, may violate copyright laws, trademark laws and other regulations and statutes and be liable for criminal prosecution and/or civil liability.
- 5.3 In respect of any submitted data, which shall include, without limitation, information, data and media:-
  - 5.3.1 you agree to extend to us a perpetual, royalty-free licence to publish such submitted data on our site;
  - 5.3.2 we will be entitled to treat such submitted data as non-confidential; and
  - 5.3.3 you warrant and represent that submitted data shall not infringe any party's rights or contravene any applicable legislation.

## **6 PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION**

- 6.1 Otherwise than set out in clause 6.2 and 6.3 below, we will not disclose any personally identifiable or payment-related information (collectively "personal information") to third parties without obtaining your prior consent.
- 6.2 We reserve the right to disclose aggregate and personally non-identifiable information to third parties.
- 6.3 We will however not be prohibited from making personal information available within our group of companies or to our marketing agents for marketing purposes, subject thereto that such parties agree to observe the provisions of clause 6.1 above.

## **7 LINKING AND FRAMING**

- 7.1 You may not establish a link to this website from a third party site, unless:
- 7.1.1 The link does not imply any association, endorsement or sponsorship by us of such website or any products or services offered on such site.
  - 7.1.2 The linked pages from the website are displayed without alteration of any kind; specifically, you may not cause a user's web browser to display a "framed" version of this web site in response to activating a link.

## **8 AUTOMATED ACCESS AND RESALE**

- 8.1 Other than bona fide public search engines, you may not access any pages in this website using a computer program or an electronic or other automated means used independently to initiate an action or respond to data messages or performances in whole or in part, including, without limitation, any web spiders, crawlers, or similar technologies.
- 8.2 You may not in any manner resell this service, unless expressly authorised to do so in writing.

## **9 RESPONSIBLE USE OF WEBSITE**

- 9.1 To the extent possible on this website, you may not use this website or any related hosting infrastructure to:-
- 9.1.1 send or post unsolicited commercial communications;
  - 9.1.2 publish information or material that:-
    - 9.1.2.1 contains a visual presentation of explicit violent sexual conduct, bestiality, incest or rape or extreme violence which constitutes incitement to cause harm;
    - 9.1.2.2 results in any unreasonable invasion of privacy;
    - 9.1.2.3 induces an unacceptable sense of fear or anxiety;
    - 9.1.2.4 encourages or incites any person to engage in dangerous practices or to use harmful substances;
    - 9.1.2.5 induces or promote racial disharmony;
    - 9.1.2.6 causes grave or widespread offence;
    - 9.1.2.7 debases, degrade or demeans; or
    - 9.1.2.8 is unacceptable in our view.

## **10 ELECTRONIC COMMUNICATIONS**

- 10.1 Any communication or material you transmit to us by electronic mail or otherwise, including, but not limited to, any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary by us, unless expressly agreed otherwise in writing. To the extent that your submissions may be published on this website, such publication shall at all times be subject to our discretion whether to display, edit or delete such submissions.
- 10.2 Electronic communications shall only be deemed to have been received if and when responded to in a manner, other than by way of an automated response.
- 10.3 Electronic communications, including all attachments thereto, transmitted to you by us are subject to the following specific terms:-
- 10.3.1 Information contained in electronic communications must be regarded as confidential and intended solely for the use of the intended recipient. Any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful.
- 10.3.2 Whilst we employ virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. You are accordingly advised to employ your own virus scanning tools.
- 10.3.3 The views expressed in any electronic communications transmitted are those of the individual sender, unless the context clearly provides otherwise.

## **11 ENFORCEABILITY**

Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

## **12 JURISDICTION**

- 12.1 Subject to clause 12.2 below, this Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa. The parties agree that the High Court of South Africa, Cape Division, shall have exclusive jurisdiction to hear any disputes that may arise from this Agreement.
- 12.2 For the purpose of all proceedings hereunder the parties consent to the jurisdiction of the magistrates' court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring upon the said court pursuant to section 45 of the Magistrates' Court Act, 1994, provided, nevertheless, that any party shall have the right at its sole option and discretion to institute proceedings in any other competent court.

### 13 AMENDMENTS

- 13.1 We reserve the right to revise these terms of use at any time, with the revised terms taking effect as of the date of its posting.
- 13.2 A certificate signed by the administrator of this website shall be *prima facie proof* of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

### 14 LEGAL COSTS

Should we instruct legal representatives to take any steps to enforce any rights in terms of these terms arising from a breach thereof, then you will be liable for all legal and incidental costs, including legal fees on the attorney and own client scale, collection commission and tracing charges.

### 15 INFORMATION DISCLOSURE

- 15.1 The following information is disclosed in terms of section 43 of the ECT Act and section 51 of the Companies Act, 61 of 1973:-

Full name and legal status	Stellenbosch University
Names of office bearers	Prof. HR Botman Rector and Vice-Chancellor
Place of registration	Republic of South Africa
Physical address	Stellenbosch University Administration B Victoria Street Stellenbosch 7600
Telephone number	+27 21 808 9111
Website addresses	<a href="http://www.sun.ac.za">http://www.sun.ac.za</a> <a href="http://www.thehopeproject.co.za">http://www.thehopeproject.co.za</a>
E-mail address	<a href="mailto:webinfo@sun.ac.za">webinfo@sun.ac.za</a>
The physical address where we will receive legal service of documents.	Head : Legal Services Stellenbosch University Administration B Victoria Street Stellenbosch, 7600

### 16 INTERPRETATION

- 16.1 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 16.2 You warrant your legal capacity and authority to accept these terms.