

 msb management	Policy / Procedure Name: Website Terms and Conditions of Use and Service	Version number: GEN 17.7
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WEBSITE TERMS AND CONDITIONS OF USE AND SERVICE

Introduction

These Terms and Conditions of Use and Service (Terms) below regulate the relationship between us and each user of (or visitor to) our website. Your access and use of the website and/or services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and us. If you do not agree to these Terms, you may not access or use the website and/or services. These Terms govern the access and/or use by you, an individual, from within South Africa of websites, content, products, and services made available by us or our affiliated websites.

Disclaimer

The information contained in this website has been prepared by us and is intended for general information purposes only and should in no way be construed as professional advice. You make use of the website entirely at your own risk. The website, including any intellectual property appearing therein, is provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the website or the information contained in it.

Hyperlinks, Deep Links, Framing

The website may include links to other internet sites ("the other sites"). We do not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites. We do not purport to own the content on other sites which may be shown on the website. Should the owner of any content showcased on the website want the content to be removed, please contact us.

Intellectual Property

All material found on this website, unless otherwise noted, is owned by us. You are not permitted to copy, reproduce, or use any such material without our prior written consent. We reserve the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the website.

No Liability

We are not responsible or liable for any loss or damage relating to the website, 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 on the website.

Indemnity

You indemnify and hold us (our directors, employees and partners) harmless from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of our website and/or services in any way. You agree to indemnify, defend and hold us harmless from any direct or indirect liability, loss, claim and/or expense (including reasonable legal fees) related to your breach of these Terms. This clause will survive termination of this agreement.

Amendments of these Website Terms of Use

We reserve the right to amend these terms. You acknowledge that by visiting the website from time to time, you 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.

Applicable Laws

These terms will in all respects be governed and construed in accordance with the laws of South Africa. You submit to the non-exclusive jurisdiction of the Courts of South Africa.

Waiver

Failure or neglect by us to enforce these terms at any time, 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.

Entire Agreement

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

Login Details

Access to and use of password protected or secure areas of the website is restricted to authorised / subscribed users only. You agree not to share your password(s), account information, or access to the website. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the website. You agree to notify us immediately of any unauthorised use of your password(s) or account(s).

Termination of Use

We may, in our sole discretion, at any time discontinue providing or limit access to the website, any areas of the website or content provided on or through the website. You agree that we may, in our sole discretion, at any time, terminate or limit your access to or use of the site or any content. We will terminate or limit your access to or use of the website if, under appropriate circumstances, you are determined to be a repeat infringer of copyright.

Unavailability of the Website

You acknowledge and accept that the website may become unavailable from time to time due to various circumstances, including: technical failure or problems with the website; technical failure or

problems with third party information technology systems; unavailability of telecommunication or electricity services; or other circumstances beyond our control, in which case there shall be no claim whatsoever arising against us.

Cookies

Cookies are small pieces of information sent to the user's browser and stored on the user's hard drive. Temporary or session cookies expire and are deleted when the browser is closed. Cookies by themselves cannot be used to personally identify users. If necessary, users can alter the manner in which their browser handles cookies. We may place 'cookies' on your device when you visit our websites.

Disclosures required by Section 43 of the Electronic Communications and Transactions Act No. 25 of 2002

Access to the services and content available from this website is classified as electronic transactions in terms of the ECT and therefore users have the rights detailed in Chapter 7 and VC has the duty to disclose the following information:

- The full name and legal status of the website owner: MSB Management Services (Pty) Ltd
- Street address: 11 Goetz Street, Potchefstroom, 2531
- Postal address: PO Box 2586, Potchefstroom, 2520
- Physical address for receipt of legal service: 11 Goetz Street, Potchefstroom, 2531
- Main business: Education and related services
- Website addresses: www.msbmanagement.co.za

Enquiries

Any questions or concerns arising from these terms, the website or any personal information should be addressed to legal@vericred.biz.