

## TERMS AND CONDITIONS FOR ACCESS AND USE OF THIS WEBSITE

The parties to this agreement are “the User” and the following Karen Nel Consulting (KNC) “the Company”.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. “**ECT Act**” means the Electronic Communications and Transaction Act 25 of 2002, as amended and applicable here;
- 1.2. “**Frame**” means to organise the website into different frames, with each frame displaying a different HTML document, severing the link between the content and the URL;
- 1.3. “**User**” means any person who accesses and/or uses the website of the **Company**.
- 1.4. “**The Company**” refers to the Karen Nel Consulting;
- 1.5. “**Website Content**” means textual, visual or aural content that is encountered as part of the user experience;
- 1.6. “**Website**” means a collection of web pages (documents accessed through the Internet).

### 2. ACCESS, USE AND LICENSE

- 2.1. By accessing the **Company’s** website, the **User** agrees to the terms and conditions herein contained and all applicable laws.
- 2.2. The **Company** authorises the **User** to view and print the content of the website, provided that such content is only used for personal, educational and/or non-commercial purposes.
- 2.3. Content on the website may not be used for any commercial or non-private use without the prior written consent of the **Company**.
- 2.4. **Users** may only access and use the website for lawful purposes.
- 2.5. No person may frame this website in any manner whatsoever without the prior written consent of the **Company**.
- 2.6. **Users** are not allowed to copy, reproduce, re-use, retransmit, adapt, publish, frame, post, upload, modify, broadcast or distribute any website content in any way, besides what is discussed in the prior points.

### 3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES

- 3.1 All intellectual property on the website, including but not limited to trademarks, domain names, patents, text, graphics, software, icons, hyperlinks, software, and design elements, are the property of the **Company** and are protected from infringement by domestic and international legislation.
- 3.2 Nothing on the website should be construed as granting any licence or right to distribute content without the express written consent of the **Company**.

### 4. SEVERABILITY

Suppose any of the provisions contained herein are found to be void or unenforceable. In that case, it will be severed to the extent that it is void or unenforceable, and the remaining provisions will continue in full force and effect.

## 5. WAVERING OF RIGHTS

5.1 Although the **Company** will make reasonable endeavours to ensure that the content on the website is reliable, inaccuracies may occur. It is, therefore, important that the **User** acknowledges that:

- 5.1.1 use of the website is at own risk;
- 5.1.2 the website is provided to the **User** 'as is'.

5.2 The **User** is furthermore prohibited from:

- 5.2.1 placing information, personal or otherwise, on the **Company's** website;
- 5.2.2 creating additional hyperlinks on the **Company's** website;
- 5.2.3 defacing the **Company's** website;
- 5.2.4 deleting, altering and/or amending content on the **Company's** website.

## 6. HYPERLINKS

6.1 The website may provide hyperlinks to other websites not controlled by the **Company**. Such links do not imply the endorsement, agreement or support of the content of such other sites.

6.2 Downloading material from these sites may risk infringing intellectual property.

6.3 It is the **User's** responsibility to access the authenticity of any website which may be hyperlinked to the **Company's** website.

6.4 The **Company** is not responsible for ensuring that hyperlinks are operational.

## 7. SECURITY

7.1 Although the **Company** acknowledge that a 100% secure online environment is unattainable, the **Company** is committed to taking reasonable security measures to safeguard the content of the website.

7.2 The **User's** privacy is important to the **Company** and in the event of any information provided to the **Company**, the information will be stored on a secure server.

7.3 The **Company** does not share any personal information of the **Users** with any third party without their consent.

7.4 The **Company** may disclose personal information only in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.

7.5 The **Company** will collate the information which **Users** give to the **Company** to provide **Users** with services and personalise the use and visits of the website.

7.6 The **Company** may also use such information to inform **Users** about changes in the services the **Company** offer and/or about features that may be of interest to **Users**. By providing the **Company** with this information, **Users** consent to the **Company's** use of it for these purposes and for the purposes outlined in The Privacy Policy, including processing **User** requests.

7.7 The **Company's** Privacy Policy should be read for further information regarding the **Company's** use of a **User's** personal information.

## 8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1. Information contained on the **Company's** website is for information purposes only and not intended to constitute professional advice, as circumstances will vary for every individual.

8.2. The **Company** is not liable to **Users** for the information posted on the **Company's** website.

- 8.3. The **Company** is not liable for the actions of **Users** of the **Company's** website.
- 8.4. By using the **Company's** website, a **User** indemnifies, defends and holds harmless its lawful agents, employees and representatives from all damages, losses and expenses, including legal expenses arising from the following:
- 8.4.1 any claims for the infringement of intellectual property rights, libel, defamation to any material the **User** may send to the **Company's** website;
  - 8.4.2 the **User's** breach of any provisions of these terms and conditions of the **Company's** website;
  - 8.4.3 any claims, cost, loss, damage or expense, whether directly or indirectly, whether monetary or otherwise, which any person may suffer as a result of or in consequence of the use of or reliance of any information or material provided for on the **Company's** website.
- 8.5 The **Company**, its lawful agents, employees and representatives are further indemnified in respect of any cost, losses, damages or expenses which any person may suffer as a result of entering into any transaction with any third party, including the **Company**, its lawful agents, employees and representatives as a result of or in consequence of the reliance of any information contained on the **Company's** website or any related site.
- 8.6 In no event will the **Company**, its lawful agents and representatives referred to in this website be liable for any damages of whatsoever nature, whether for bodily, moral or material injury (including, without limiting, indirect, punitive, incidental and consequential damages, lost profits, expenses, costs, damage resulting from lost data or business interruption) resulting from the use or inability to use the **Company's** website and the material contained therein whether based on warranty, contractual or extra-contractual liability, any other legal matters, and whether or not the **Company's**, its lawful agents, employees and representatives are advised of the possibility of such damages.

## 9. REMOVAL AND CORRECTION OF CONTENT

**Users** should report any untrue, inaccurate, illegal and/or harmful content appearing on the **Company's** website. The **Company** undertakes to correct and/or remove any such content as soon as it becomes aware.

## 10. ENTIRE AGREEMENT

- 10.1 The terms and conditions set out herein constitute the whole agreement between the **User** and the **Company** and shall take precedence over any disclaimer and/or legal notices attached to any communications and/or postings received by the **Company** from the **User**.
- 10.2 Any failure by the **Company** to exercise or enforce any rights or provisions shall not constitute a waiver of such rights or provisions.
- 10.3 No amendment of these terms and conditions or any provision or term hereof or any other conditions contained on this website shall be binding unless made by and recorded in writing by the **Company**.
- 10.4 To the extent permissible by law, the **Company** shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

## 11. APPLICABLE LAW

The **Company's** website is hosted, controlled and operated from the Republic of South Africa, and therefore South African law governs the use of the **Company's** website.

## 12. JURISDICTION

The High Court of South Africa (Witwatersrand Local Division) shall have jurisdiction concerning any legal proceedings that arise in terms of this agreement.

### **13. LEGAL COSTS**

The **Company** will not be liable for legal costs and expenses incurred by the **User** to obtain professional advice relating to these terms and conditions.

### **14. BREACH OF TERMS AND CONDITIONS**

Should the **User** breach any terms and conditions of this website, the **Company** will be entitled, without prejudice to its rights in terms of the Terms and Conditions or at law, to claim damages from the **User** or to commence criminal proceedings.

### **15. UPDATE OF THE TERMS AND CONDITIONS**

These Terms and Conditions were last updated in October 2023.

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