



Terms of Use for Populus Website

www.populus.co.za

General Terms of Use

By using the Populus Development Consulting (Ellicidor 176 CC) website these Terms of Use apply to you and you agree to comply with the terms of Use. Please read these Terms of Use before using the Populus Development Consulting's website.

Important information

The Populus Development Consulting (Hereinafter PDC called) is a South Africa registered company that provides various products and services for personnel development to other companies and individuals.

By using the PDC website these Terms of Use apply to you and you agree to comply with the terms of Use. Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website and software.

Nature of website contents

Information contained on the website is intended to serve as general information on the chosen subjects/services and not as an exhaustive treatment of those subjects or services.

Enquiring about any service or procuring any product and or service through the website is subject to PDC's specific contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only, and may be discontinued at any time. The fact that PDC provides a link to a third party website does not necessarily mean that PDC endorses, authorises, or sponsors that website, or that PDC is affiliated to such website's owners or sponsors.

If any third party website, which is not under the direct control of PDC, can be accessed from a link displayed on the PDC website, PDC shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a PDC website or any third party website which may be accessed through links provided on the PDC website is intended as as information.

Invitation to do business

Unless indicated in writing by PDC, nothing on the PDC website shall constitute an offer for sale of any service or product.

If you wish to use the information displayed on the website to purchase any service or product from PDC, your request to do so shall be regarded by PDC as an offer to do business with PDC and a formal quotation will be presented by PDC.

The acceptance of the quotation will be subject to terms and conditions governing the service or product at the time of the acceptance of the quotation.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified PDC (held PDC harmless and agree to reimburse PDC) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

No warranties

While PDC will take care to provide accurate information on the PDC website, the information displayed on the PDC website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, PDC does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the PDC website are for your personal and commercial use only. You may not -

Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have PDC's prior written authorisation;

Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;

Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage PDC's image or impair its ability to do business;

Use the website in a manner that could damage, disable, overburden, or impair any PDC server (computer), or network connected to any PDC server, or interfere with any other party's use of the PDC website;

Interfere with any content displayed on the PDC website or attempt to gain unauthorised access (without PDC's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a PDC server or any other part of the PDC information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the PDC website or to gain access to information or any part of the PDC information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.

Create a link from another website to the PDC website, or any of the web pages which constitute the PDC website, without PDC's prior written consent;

Frame the website or any of its pages without PDC's prior written consent.

Electronic transactions, communications, and records

When you communicate with PDC by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by PDC. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by PDC satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to PDC acting on the information communicated to PDC electronically. You are responsible to ensure that PDC has received the information communicated electronically.

You acknowledge and consent that PDC, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic

records stored by PDC will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of PDC.

Mobile access and use

You may access the PDC website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the PDC website.

The PDC website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. PDC is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the PDC website.

While the use of the PDC website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the PDC website.

PDC is also not responsible for the communication of any person or confidential information between you and the PDC website or any electronic communications mechanisms facilitated by the PDC website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the PDC website.

The functionality and use of your mobile device is outside of the control of PDC and PDC will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

Privacy policy

Your privacy is important to PDC. Personal information transmitted to PDC will be treated in accordance with PDC's Privacy Policy.

No liability

PDC will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the PDC website by you.

Except as provided elsewhere, PDC will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

Warranties provided by you

For all purposes you warrant (confirm) –

Your identity (that is, you are who you say you are), and that you can prove your identity should PDC require you to do so;

That all information you provide at any time to PDC using the PDC website, in writing will in all respects be current, complete, and accurate;

That you will provide to PDC all material and relevant facts required by PDC as may be appropriate to any dealings you have with PDC. If you do not provide the information, or provide information that is incorrect, PDC may, at its choice, cancel the agreement or transaction arising from your dealings with PDC.

Intellectual property rights

The website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to PDC.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without PDC or the licensor's prior written consent.

Breach

PDC reserves the right to -

Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) PDC is unable to verify or authenticate any information you provide to it; or (c) PDC believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place PDC in disrepute;

Refer any breach to the police if such breach constitutes a crime;

Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

Indemnity

You agree to indemnify and hold harmless PDC, any member of the PDC group of companies and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

Jurisdiction and applicable law

Your use of the PDC website will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Cape Town).

Any claim arising from –

The use or inability to use the website;

An application for, and the rendering of a service or providing of a product or service is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.