



Terms and Conditions; <https://www.iie.ac.za/iie-terms-and-conditions>

## **ADvTECH ("YUNI") Websites Terms & Conditions**

### **INTERPRETATION**

The term "terms" refers to terms and conditions, and terms of use

The term "site" refers to the ADvTECH' YUNI' website, portal, mobisite or any other such application as may be available in the future and if inferred from the context, may also include any other website or part thereof, accessed through a link to our website or portal and shall include, but is not limited to, social media websites such as Facebook, LinkedIn, Twitter or any such site.

The terms "we", "us" or "our" refer to ADvTECH, which includes all subsidiaries..

The term "you" refers to the user or viewer of the ADvTECH's YUNI site.

### **1. GENERAL**

1.1. By accepting agreement to these terms and by using the site, you indicate that you accept these terms and that you agree to abide by them. If you do not accept these terms, please tick that you do not agree and leave the site.

1.2. Use of the site is also subject to any additional enrolments, agreements, policies or guidelines posted on the site from time to time. Without limiting the generality of this statement, your use of the site is subject to your acceptance of the Privacy Policy, available at <https://www.advtech.co.za/privacy-notice>, which forms part of these terms and conditions.

1.3. ADvTECH does not make any representation regarding any other websites which may be linked to or accessed through this site and accordingly accepts no responsibility for the content or use of such websites or information contained therein. ADvTECH shall not be liable to any party for any form of loss or damage incurred as a result of any use of or reliance on any information contained on such website or any websites which can be accessed through this website.

1.4. This site is supplied on an "as is" basis and has not been compiled or supplied with the intention of meeting your individual requirements. It is your sole responsibility, as user, to satisfy yourself, prior

to making use of this site, that the service available from and through this site will meet your individual requirements and be compatible with your hardware and/or software.

**The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risks, damages, harm and injury which may be suffered by you.**

## **2. AGE RESTRICTIONS**

2.1. The site is not available for any person under the age of 18 without your parents/guardian's consent. If you are under 18 years old, your parent or guardian is required to consent to your use of this site and shall be required to accept these terms on your behalf. Accordingly, ADvTECH is indemnified from any and all liability in this regard, including any liability arising as a result of your failure, or someone acting on your behalf, to provide accurate information in this regard when required to do so through the use of this site.

**The above clause constitutes an assumption of liability and risk by you, if you are under the age of 18 years old, as you undertake to obtain the necessary consent to use the site. The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer as a result of person under the age of 18 using the site. You will also be responsible for, and you accept, various risks, damages and injury which may be suffered by you.**

## **3. LIABILITY**

3.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this site or the services or content provided from and through this site, or third-party website accessed through this site. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or that the service will be uninterrupted and error free.

3.2. ADvTECH, or any other party (whether or not involved in creating, producing, maintaining or delivering the Site or the portal), and any of ADvTECH group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation negligence), contract or otherwise, in connection with the site (including the User-Generated Content) in any way or in connection with the use, inability to use or the results of use of the site (including the User-Generated Content), any sites linked to the site or the material on such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site (including the User-

Generated Content) or your downloading of any material from the site (including the User-Generated Content) or any sites linked to the site.

3.3. You agree to keep ADvTECH and its associates fully indemnified against any actual or contingent liabilities incurred in relation to any actions or claims brought by any person against ADvTECH as a result of an actual or alleged breach by you of any law, or such other actions or claims brought in relation to the provision of services by ADvTECH to you.

**The above clause constitutes an assumption of liability and risk by you. The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer as a result of using the site. You will also be responsible for, and you accept, various risks, damages and injury which may be suffered by you. In addition, the above clause requires you to indemnify ADvTECH and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in the above clause. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed from us (including by someone other than you).**

#### **4. SERVICE ACCESS**

4.1. ADvTECH endeavours to ensure that the site is normally available 24 hours a day. Access to the site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond ADvTECH's control. ADvTECH shall not be liable if for any reason the site is unavailable at any time or for any period.

**The above clause limits your rights and remedies against us, and further limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer.**

#### **5. INFORMATION ON THIS SITE**

5.1. Information, ideas and opinions expressed on these sites should not be regarded as professional advice or the official opinion of ADvTECH. Users must seek advice prior to taking any action based on the contents of this site.

5.2. ADvTECH has not determined that the site content is suitable for any particular purpose and/or for a user whatsoever, other than as a general reference, and has not necessarily disclosed all risks relating to the site content or its subject matter. You should not rely on the site content for professional advice (including, but not limited to business, financial, investment, trading, or other advice) or as a basis for any investment, transactional or similar decisions you make or which are

made on your behalf without first consulting with your preferred professional or business advisors (who may include their attorney, tax, accounting and investment advisors). No information or data on this site is an offer to do business. No agreements shall be concluded merely by sending a data message to this site or its owners. Valid agreements require an acknowledgement of receipt of an offer, duly received from us. This is subject to the provisions in section 11 of the Electronic Communications and Transactions Act.

**The above clause constitutes an assumption of liability and risk by you, as you undertake to not rely on the site content for professional advice or for a particular person. You must consult a professional before making any decisions based on the information made available on the site.**

**The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer as a result of any decisions you make based on the content of the site. You will also be responsible for, and you accept, various risks, damages and injury which may be suffered by you.**

## **6. USER-GENERATED CONTENT AND CONDUCT**

6.1. Any use of User-Generated Content by Users other than for private, non-commercial research or study is strictly prohibited.

6.2. You are prohibited from posting or transmitting to or from the site, including ADVTECH's Facebook, Twitter, LinkedIn, Google+ and other social networking media, any material:

6.2.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

6.2.2. for which you have not obtained all necessary licences and/or approvals; or

6.2.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

6.2.4. which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.

(together "Inappropriate User-Generated Content")

6.3. ADvTECH shall fully co-operate with any law enforcement authorities or court order requesting or directing ADvTECH to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.

6.4. ADvTECH accepts no responsibility for actively monitoring any forums, such as, but not limited to Facebook, Twitter, LinkedIn and any such other forums as may come into existence, contained in the site for Inappropriate User-Generated Content. You agree that ADvTECH accepts no liability whatsoever if we so choose from time to time to edit, restrict or remove the User-Generated Content.

**The above clause limits your rights and remedies against us, and further limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer.**

**The above clause constitutes an assumption of liability and risk by you, as you undertake to not use User-Generated Content and the site in such ways and in those circumstances listed in the clause.**

## **7. INTELLECTUAL PROPERTY AND RESTRICTIONS OF USE**

7.1. This site contains information which is owned by or licensed to us, including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the site. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use, either in whole or in part, other than in accordance with the next paragraph is strictly prohibited. Without limiting the generality of the rights granted to a user under applicable intellectual property law, you are granted a non-exclusive, non-transferable, revocable license to:

7.1.1. access and use this site strictly in accordance with these terms.

7.1.2. to use this site solely for personal, non-commercial and lawful purposes.

7.1.3. to download, copy, print screen, use, save or print out information from the site solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

## **8. INTERACTIVE ONLINE FORUMS**

8.1 The access and use of any chatroom, newsgroup, bulletin board, mailing list, transaction or other online forum available on this site, shall be governed by the guidelines for Online Conduct (see section 11 below) in these Terms and Conditions.

## **9. LINKS TO AND FROM OTHER SITES**

9.1. You may not create a link to this site from a third-party site or document without our prior written consent.

9.2. Links to third party websites on the site are provided solely for your convenience. If you use these links, you leave the site. We have not reviewed all these third-party websites. We do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about any third-party website, or any material found in such websites, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the site, you do so entirely at your own risk. **Where we incorporate any content from a third-party website, it is important to note that we are not confirming the accuracy of that content. You should independently confirm the accuracy of that third party content.**

<p><b>The above clause limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risks, damages, harm and injury which may be suffered by you.</b></p>
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9.3. If you would like to link to the site and have our permission to do so, you may only do so on the basis that you link to, but do not replicate, any page of the site, and subject to the following conditions:

9.3.1. you do not remove, distort or otherwise alter the size or appearance of ADvTECH's YUNI logo or any of its related subsidiaries;

9.3.2. you do not in any way imply that we are endorsing any products or services other than its own;

9.3.3. you do not misrepresent your relationship with us nor present any other false information about ADvTECH or any of its subsidiaries including ADVTECHS's YUNI site;

9.3.4. you do not otherwise use ADvTECH or any of its subsidiaries marks displayed on the site without express written permission from us;

9.3.5. you do not link from any other site that you do not have the necessary authority or permission to link from; and

9.3.6. the site you are linking from does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of ADvTECH or any other person or otherwise does not comply with all applicable laws and regulations.

9.4. We expressly reserve the right to suspend or terminate your ability to access the site for breach of these terms and to take any action we deem appropriate.

9.5. You shall fully indemnify us for any loss or damage suffered by ADvTECH or any of its group companies for breach of clause 11.3.

**The above clause also limits your rights and remedies against us, and this clause limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risks, damages, harm and injury which may be suffered by you. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in the above clause. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed from us (including by someone other than you).**

## **10. VARIATION OF TERMS**

10.1. We reserve the right to modify these terms or information set out in the site at any time and will publish notice of any such modifications online. By continuing to access our site after notice of such modifications has been published, you agree to comply with and be bound by them. If you disagree with any of these modifications, you must immediately cease your use of our site.

## **11. GUIDELINES FOR ONLINE CONDUCT**

11.1. You agree to use the site in accordance with all applicable laws.

11.2. We respect the constitutional right to freedom of speech and encourage robust intellectual debate. Your right to free speech is subject to the provisions of the Constitution.

11.3. You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the site.

11.4. You agree not to post any content that contains viruses or other harmful items anywhere on the site.

11.5. We reserve the right to remove content, block access or take other action which we deem appropriate in the circumstances against any content which violates the above rules and guidelines.

11.6. If a third-party claims that any material you have contributed to a site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws.

11.7. You agree that you will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the sites.

11.8. You agree that you will not restrict or inhibit any other user from using and enjoying the sites.

11.9. You agree that you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and agree to accept responsibility for all activities that occur under your account or password.

11.10. We respect the intellectual property of others. If you believe your copyright has been violated on a site hosted by us, please give notice at: [contact@advtech.co.za](mailto:contact@advtech.co.za). We will, upon receipt of such notice and confirmation that such copyright has been violated, use all reasonable means to remove the infringing content and inform the person that posted it of such removal and the reason therefor.

## **12. APPLICABLE AND GOVERNING LAW**

This site is hosted, controlled and operated from the Republic of South Africa, and South African Law governs the use or inability to use this site and these terms and conditions of use. South African courts have jurisdiction in the event of a dispute of any nature whatsoever arising between parties.

## **13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI**

The ADVTECH LTD may be visited or contacted at the following addresses:

Postal address:

ADVTECH Ltd

PO Box 2369



Randburg 2125

South Africa

Telephone: +27 11 676 8000

Fax: +27 11 783 2640

Email address: [contact@advtech.co.za](mailto:contact@advtech.co.za)

ISPA

In terms of Section 75 of the Electronic Communications and Transactions Act ("the Act") ADvTECH has designated the Internet Service Providers' Association (ISPA) as an agent to receive notifications of infringements as defined in Section 77 of the Act.

Details for ISPA:

Tel: 010 500 1200

[takedown@ispa.org.za](mailto:takedown@ispa.org.za)

PO Box 518

Noordwyk

1687

Midrand

[Click here for the ISPA code of conduct](#)