## **TENET Website Terms & Conditions**



#### 1. USAGE

- 1.1. Persons using the Tertiary Education Network (hereinafter TENET) web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of TENET when accessing the web site as set out below.
- 1.2. This web site is intended to provide the user only with information regarding TENET and the services it offers.
- 1.3. Without derogating from the aforegoing, TENET hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this web site, or any part thereof, provided that:
  - 1.3.1.such content is used for information and/or non-commercial purposes only; and
  - 1.3.2.any reproduction of the content of this web site, or portion thereof, must include the following copyright notice: © TENET 2013. ALL RIGHTS RESERVED.
- 1.4. Users that wish to use content from this site for commercial purposes may only do so with prior written permission from TENET.

#### 2. INTELLECTUAL PROPERTY RIGHTS

2.1. All content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to TENET, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site are expressly reserved.

#### 3. ELECTRONIC COMMUNICATIONS

3.1. By using this web site or communicating with TENET by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy any legal requirement, including but not limited to the requirement that such communications should be "in writing".

#### 4. CHANGES AND AMENDMENTS

- 4.1. TENET expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this web site without prior notice.
- 4.2. TENET reserves the right to change and amend the information, prices and rates quoted as well as the terms and conditions on this web site without any notice.

#### 5. PRIVACY POLICY

- 5.1. TENET protects the user's privacy:
- 5.2. No personal information about a user will be disclosed to third parties without the user's permission or due process.
- 5.3. TENET gathers and will be in possession of the following private and personal information:
  - 5.3.1.Information provided by the user voluntarily this information is used to provide a better service to users;

July 2013 Page **1** of **4** 

- 5.3.2.Information automatically provided (e.g. via cookies) this information is gathered to better users' browsing and interaction with TENET. Cookies cannot harm users' computers nor carry viruses.
- 5.4. By using this web site the user consents to the following:
  - 5.4.1.TENET may use your personal information about the user to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications; and
  - 5.4.2.TENET may use the user's information for non-personal statistical purposes.
- 5.5. TENET retains the copyright in databases of personal information of users.

#### 6. LINKING AND FRAMING

- 6.1. Any third party site may link to this web site provided that such a link is directed at the home page of this web site. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of TENET.
- 6.2. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of TENET.

# 7. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 7.1. No information or data on this web site is an offer to do business, but is merely an invitation to do business.
- 7.2. No agreements shall be concluded merely by sending a data message to this web site or its owners. Valid agreements require an acknowledgement an offer, of receipt from the institution.
- 7.3. No e-mail message shall be deemed to have been received by the institution until a response has been issued from the institution. An automated response, from the institution, shall not satisfy this requirement.

#### 8. SEARCHING TECHNOLOGY

8.1. The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 5 to 8 hereof.

#### 9. LINKS TO THIRD PARTY SITES

- 9.1. TENET may provide links to other web sites only as a convenience to the user and the inclusion of any link does not imply TENET's endorsement of such sites.
- 9.2. Linked web sites or pages are not subject to the control of TENET. TENET shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

#### **10.SECURITY OF INFORMATION**

- 10.1. All reasonable steps will be taken to secure a user's information.
- 10.2. User's undertake not to divulge their user name and passwords to any other person.

July 2013 Page **2** of **4** 

10.3. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that TENET should suffer any damage or loss, civil damages will be claimed.

#### 11. DISCLAIMER

- 11.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, TENET shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, TENET makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be uninterrupted and error free.
- 11.2. This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy himself or herself, prior to entering into this agreement with TENET, that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 11.3. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of TENET.
- 11.4. All items purchased from TENET are made pursuant to agreements with shipping and delivery agents and risk of loss pass from TENET to such agents upon delivery of any item to such carrier.
- 11.5. Neither TENET nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any information and/or services on this web site.
- 11.6. Postings of any kind posted to this web site are not editorially controlled and therefore TENET cannot be held liable for illegal or unconstitutional content. The user indemnifies TENET from all liability in this regard.

#### 12.SEVERABILITY

- 12.1. These Terms and Conditions of Use constitute the entire agreement between TENET and you, the user of this web site. Any failure by TENET to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 12.2. In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

#### 13.APPLICABLE AND GOVENERING LAW

13.1. This web site is hosted, controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use this web site and these terms and conditions.

July 2013 Page **3** of **4** 

### 14.CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

14.1. If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact TENET at:

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July 2013 Page **4** of **4**