

## **TERMS OF USE & Privacy Policy**

### **1. Usage**

1.1 Your use of this and other websites of Emendy College is subject to the terms and conditions as set out below, including, but not limited to the documents that are referred to in some of the clauses.

1.2 You should read the terms and conditions carefully before you access any website or participate in any chatroom, newsgroup, bulletin board, mailing list, transaction or other on-line forum of Emendy College.

1.3 By using these websites, you acknowledge that you have read these terms and conditions and agree to be bound by and comply with them.

### **2. Intellectual Property Rights**

All intellectual property on this Website, including without limitation; the Content, trademarks, logos, branding, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the sole and exclusive property of or are licensed to Emendy College. Subject to the rights licensed to the User herein, the User undertakes not to use, duplicate, copy, reproduce, redistribute, disseminate, adapt display, alter, reverse engineer, disassemble, decompile, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recordation or otherwise) or otherwise deal with such intellectual property viewed, downloaded or otherwise retrieved from this Website, without the prior written consent of Emendy College.

All rights not expressly granted in terms of these terms and conditions are reserved. Any use of Emendy College's proprietary information by a User otherwise than expressly authorised in terms hereof may violate intellectual property laws and other regulations and statutes and be liable for criminal prosecution and/or civil liability.

### **3. Electronic communications**

3.1 When you visit the website and during that visit complete a web form to request information or when you send an e-mail to Emendy College, and do not explicitly request a non-electronic communication medium, you consent to receiving communications from Emendy College electronically and agree that all agreements, notices, disclosures and other communications sent by Emendy College satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".

3.2 You acknowledge and accept that the action to click on specified buttons on certain web forms on Emendy College sites may constitute an expression of intent or other statement.

### **4. Linking and framing**

4.1 This Website may contain links to other websites operated by parties other than Emendy College. The User is advised to use caution and discretion when searching or accessing such links. Links from this Website are provided as a service for the convenience of the Users of this Website. As Emendy College has no control over such websites, the User acknowledges and agrees that Emendy College will not be liable for any Content on or available from such websites. In providing such links, the Emendy College does not in any way, expressly or implicitly, endorse or accept the linked websites or the respective Content thereof. The Emendy College gives no warranty or guarantee and makes no representation in respect of such linked website. The User further acknowledges and agrees that the Emendy College shall not be liable, whether directly or indirectly, and hereby indemnifies Emendy College from and against any and all damage or loss caused or sustained by or alleged to be caused or sustained by the User, in connection with the use, inability to use or reliance on the Content available on such linked websites.

4.2 Emendy College should be notified in advance of any links to its Website from external websites and reserves the right to disable any unauthorised links. Deep linking to and framing of pages and Content on this Website are prohibited.

## **5. Using search technology**

5.1 The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted if such technology will result in slowing down this website or infringe the intellectual property rights of the College.

## **6. Disclaimer**

6.1 Emendy College makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors.

6.2 These websites are supplied on an "as is" basis and the user agrees that the sites are used at own risk. These sites have 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 that the service available from and through these websites will meet the user's individual requirements and will be compatible with the user's hardware and/or software.

6.3 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Emendy College unless the contrary is expressly indicated.

6.4 All items purchased from Emendy College, including study material, are made pursuant to agreements with shipping, delivery or transmission agents and risk of loss pass from Emendy College to such agents upon delivery of any item to such carrier.

6.5 Neither Emendy College 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 product sold on this website.

6.6 Emendy College does not screen or edit all the content, including postings of any kind, on the various College sites and does not accept any liability for illegal, defamatory or obscene content. You are encouraged to notify Emendy College of any content that may be offensive or illegal.

6.7 No information or data on this web site is an offer to do business, but is merely an invitation to do business.

6.8 No agreements shall be concluded merely by sending a data message to Emendy College. Valid agreements require an acceptance of an offer from Emendy College.

6.9 No e-mail message shall be deemed to have been received by the institution until the complete data message enters the Emendy College mail server and is capable of being retrieved and processed by the addressee.

## **7. Terms of agreement and guarantees**

7.1 The terms, rules and regulations, including but not limited to cancellations and refunds, that apply when a person registers as a student at Emendy College are presented in the College Terms and Conditions which are available on request.

7.2 If a user is not satisfied with goods purchased from Emendy College, he/she may or may not return such goods as specified on the relevant order form on the site, subject to the cooling off period of 7 days after the date of the receipt of such goods.

7.3 If Emendy College supplies the wrong product or if the product is in any way faulty or damaged, Emendy College will exchange it for the correct one. Emendy College will make a reasonable effort to exchange the product, but if replacement is not possible, Emendy College will refund the purchase price including delivery cost within 30 days.

7.4 If the user is not satisfied with his/her choice and the product is still in mint condition, the user may return it and Emendy College will refund the purchase price - excluding delivery costs within 30 days.

7.5 Note that once opened, the following types of goods will not be accepted for a refund and will only be replaced with another copy of the same product: audio tapes, CDs, videos, DVDs and computer software.

7.6 The terms of agreement will apply for the period that a person is a registered student at Emendy College or until other transactions, such as the purchasing or borrowing of goods from Emendy College, has been concluded according to the terms that apply to such transactions.

## **8. Severability**

8.1 These Terms and Conditions of Use constitute the entire agreement between Emendy College and you, the user of this web site. Any failure by Emendy College 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.

8.2 In the event that any term or condition of the use of this website 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.

## **9. Governing law**

9.1 This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law, subject to the terms of Public International Law.

## **10. Privacy**

10.1 Emendy College is committed to protecting our users' privacy.

10.2 Emendy College only collects personal information when users provide such information voluntarily, e.g. when they wish to register for studies at the College, when they register to use the online services of the College or when they request information and wish to receive such information via e-mail.

10.3 In some cases non-personal information, such as the user's domain and IP-address is stored on the user's computer as a cookie-file and in a statistics file on the web server. This information is used to improve the service offered to users.

10.4 The collected personal information is stored in databases to which access is strictly controlled and only staff, who in the course of their duties need to have access to such information.

10.5 No personal information about a user will be disclosed to third parties without the user's permission or due process.

10.6 By using this website, the user consents to the following:

10.6.1 Emendy College may use personal information about the user to communicate with the user from time to time.

10.6.2 Emendy College may use the user's information for non-personal statistical purposes.

## **11. Security**

11.1 All reasonable steps will be taken to secure a user's information

11.2 Users undertake not to divulge their usernames and passwords to any other person.

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

## **12. Changes and amendments**

12.1 Emendy College expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria, information, prices and rates quoted on its websites without prior notice.

12.2 Emendy College may, in its sole discretion, change the terms and conditions of using its websites at any time without prior notice.

### **13. Disputes**

13.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the South African law will apply and the appropriate courts of South Africa will have jurisdiction.

### **14. Domicilium**

14.1 Emendy College chooses as its *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 1043 Pretorius Street, Pretoria, South Africa.

### **15. Term and termination**

15.1 This agreement shall commence when the user starts using the Emendy College websites and continues indefinitely until terminated by Emendy College.

### **16. General information**

16.1 The college may be visited or contacted at the following addresses:

Postal address: P.O. Box 13076, Hatfield, 0028, South Africa

Physical address: 1043 Pretorius Street, Pretoria, South Africa

Fax: +27 (012) 342 1178

Website: [www.emendy.co.za](http://www.emendy.co.za)

E-mail: [info@emendy.co.za](mailto:info@emendy.co.za)

16.2 The head of the College is Mr Martin Willemse.