



CLUVER MARKOTTER
ATTORNEYS

Intellectual Property and Technology Law

TERMS OF USE FOR E-COMMERCE

for

Stellenbosch University
Department Information Technology

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STELLENBOCH UNIVERSITY TERMS OF USE

Version number: 1.0
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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you signify your assent to these terms of use. If you do not agree to these terms of use, you may not use this website.

These terms make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter "the ECT Act"), a copy of which may be obtained at <http://www.polity.org.za/pdf/electroniccommunications.pdf>.

1 TERMS OF USE

Your use of this website shall at all times be subject to these terms of use, as may be amended from time to time. It is the User's responsibility to continually stay abreast of changes to these terms.

2 LIMITATIONS

- 2.1 The information on this website is intended for general information purposes only and is not intended to serve as financial, legal or other advice. Professional advice should therefore be obtained before any course of action is pursued.
- 2.2 Whilst Stellenbosch University (hereinafter "SU") endeavours to ensure that the information on this site is accurate and complete, SU makes no warranties about the accuracy, reliability, completeness or timeliness of information published on this website.
- 2.3 The use this website is at the User's own risk. SU disclaims liability for any loss arising out of or in connection with the use of information available from this website, whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind.

3 SECURITY

In terms of section 86 of the ECT Act it is a criminal offence to gain unauthorised access to any restricted areas of this website or to otherwise interfere with the proper functioning thereof.

4 LICENCE

- 4.1 The proprietary information on this website may be downloaded or printed for your own non-commercial use only, provided you do not delete or change any copyright, trademark, or other proprietary notices, or distort or otherwise modify the proprietary information in a manner that may be prejudicial to SU.
- 4.2 All rights not expressly granted in terms of these terms of use are reserved. Any use of SU's proprietary information by you otherwise than expressly authorised in terms hereof may violate copyright laws, trademark laws and other regulations and statutes and be liable for criminal prosecution and/or civil liability.

5 PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

- 5.1 Any communication or material you transmit to us by electronic mail or otherwise, including, but not limited to, any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary by SU.
- 5.2 You give SU permission to collect, store and utilise your personal information when you use this website, subject thereto that your personal information shall not be disclosed to third parties without obtaining your prior consent or an order of court. Notwithstanding the aforesaid, you agree that SU may pass payment related information to its nominated payment service provider in a secure manner with reference to accepted technical standards.

6 LINKING AND FRAMING

- 6.1 You may establish a link to this website from a third party site, on condition that:
 - 6.1.1 The link does not imply any association, endorsement or sponsorship by SU of such website or any products or services offered on such site.
 - 6.1.2 The linked pages from the web site are displayed without alteration of any kind; specifically, you may not cause a user's web browser to display a "framed" version of this web site in response to activating a link.

7 ELECTRONIC COMMUNICATIONS

- 7.1 Electronic communications shall only be deemed to have been received if and when responded to.
- 7.2 Electronic communications, including all attachments thereto, are transmitted to you by the SU subject to the following terms:-
 - 7.2.1 Information contained in electronic communications must be regarded as confidential and is intended solely for the use of the intended recipient and any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful.
 - 7.2.2 Whilst we employ virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. You are accordingly advised to employ your own virus scanning tools.

8 ENFORCEABILITY

Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

9 JURISDICTION

These terms of use shall be solely and exclusively governed by and construed and interpreted in accordance with the law of Republic of South Africa.

10 AMENDMENTS

- 10.1 SU reserves the right to revise these terms of use at any time, with the revised terms taking effect as of the date of its posting.
- 10.2 A certificate signed by the administrator of this website shall be *prima facie* proof of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

11 LEGAL COSTS

In the event that SU takes action against you for breach of these terms of use, you agree to reimburse SU for all legal costs, including tracing fees and collection commission, on a scale as between attorney and own client.

12 INFORMATION DISCLOSURE

- 12.1 The following information is disclosed in terms of section 43 of the ECT Act and section 51 of the Companies Act, 61 of 1973:-

Full name and legal status	Stellenbosch University
Registration number	Not applicable
Names of its office bearers	Not applicable
Place of registration	Republic of South Africa
Physical address	Victoria Street, Stellenbosch, 7600, RSA
Telephone number	+27 [0]21 808-9111
Website address	http://www.sun.ac.za
E-mail address	webinfo@sun.ac.za
The physical address where SU will receive legal service of documents.	Victoria Street, Stellenbosch, 7600, RSA

13 PROVISIONS APPLICABLE TO SERVICES

- 13.1 SU utilises SSL encryption security to safeguard your transactional details.

- 13.2 Publications of information shall take place after payment has been made and the contents of your submission have been moderated.
- 13.3 An invoice containing details of the transaction will be sent to your designated address after the transaction has been concluded.
- 13.4 No refunds, returns or exchanges are permitted due to the nature of the services. Section 44 of the ECT Act does not apply to the services purchased from this website.