



# ADvTECH Websites Terms & Conditions

March 2020

## INTERPRETATION

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

The term "site" refers to the ADvTECH 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 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 enrollments, agreements, policies or guidelines posted on the site from time to time.
- 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.

## 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.

## 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.

#### **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.

#### **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 (which upon acceptance by yourself will constitute a contract), but is merely an invitation 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.

#### **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 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.

#### **7. PORTALS**

User access to any self-service portals hosted/accessible by ADvTECH facilities is subject to the following terms & conditions

### **7.1. Education Related Portals**

All access to this website by registered students, candidates, parents, lecturers and teachers shall be governed by the ADvTECH's Student Portal Conduct Policy.

### **7.2. Portals in Resourcing**

- 7.2.1. The job posting, CV database and other features of the sites may be used only by individuals seeking employment and/or career information and by employers seeking employees. In addition, the site may be used by you for permitted professional and personal networking purposes. Your use of the services is also subject to any other contracts you may have with ADvTECH. In the case of any conflict between these terms and any contract you have with ADvTECH, the terms of your contract will prevail. The term "post" as used herein shall mean information that you submit, publish or display on the site.
  - 7.2.2. All ADvTECH services that facilitate applications for employment are free of charge.
  - 7.2.3. You indemnify ADvTECH against all claims, actions, suits, liabilities, costs and expenses incurred on any account as a result of the listing or intended listing of any CV by you on this site, or any related site.
  - 7.2.4. Access to the candidate CV database is available only to ADvTECH's clients who have been approved for CV search capabilities and whom ADvTECH has issued with privileged access codes to search this database. Clients may access the candidate CV database solely for the purpose of identifying candidates whose work preferences for location, category, industry and occupation match the clients' current vacancy advertisements with ADvTECH. While ADvTECH will make every effort to ensure that its clients adhere to this undertaking, you indemnify ADvTECH against wrongful conduct, of any kind, by ADvTECH's clients.
  - 7.2.5. While ADvTECH will implement precautionary measures to ensure that its site is free from viruses, ADvTECH cannot and does not guarantee or warrant that files available for downloading through the site or delivered via electronic mail through the site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing enough protective software on your system that will satisfy your data security requirements and for maintaining a means external to your workstation for the reconstruction of any lost data.
  - 7.2.6. You agree to take precautionary measures to ensure that your CV on ADvTECH is free from viruses or other destructive code.
  - 7.2.7. You agree to present yourself truthfully in your CV on our site. You are prohibited from posting any CV for any job on behalf of another party.
  - 7.2.8. ADvTECH makes every effort to deliver applications to vacancies in the shortest possible time. You will however not hold us liable for any loss or damage as a result of any failure or delay in the delivery of an application for employment.
- 7.3. You are prohibited from sharing any login credentials to our site with a third party. You are responsible for maintaining the confidentiality of your account, profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all uses of your registrations and passwords, whether authorized by you. You agree to immediately notify ADvTECH of any unauthorized use of your account, profile, or passwords.

### **8. PURCHASES FROM THE WEBSITE**

All purchases made through the website or student portal shall be subject to the following terms and conditions:

- 8.1. Instructions on the site that describe how to place your order and for making changes to your prospective order before you submit it must be followed.
- 8.2. When you submit an order, you agree that you do so subject to the purchase terms current at the date you submit your order.
- 8.3. You are responsible for reviewing the latest purchase terms.
- 8.4. Your order remains valid as an offer until we issue our Order Confirmation or, when we receive your notice revoking/cancelling your order, if earlier.
- 8.5. A contract is formed, and we will be legally bound to supply the product to you when we accept your order.
- 8.6. Until acceptance of your order, we reserve the right to refuse to process your order and you reserve the right to cancel your order.
- 8.7. If we or you have cancelled your order before we have accepted it, then we will refund any payment already made by you or your credit or cheque card company.
- 8.8. If you discover that you have made a mistake with your order after having submitted it, please contact orders@advtech.ac.za immediately. However, we cannot guarantee that we will be able to amend your order in accordance with your instructions.
- 8.9. Only information which is accurate, not misleading and up to date must be submitted and you must inform us of changes.
- 8.10. The price of each product is displayed with the product listing. In the event of a sale or special offer, the discounted price is displayed.
- 8.11. The displayed price will include all charges (VAT and delivery costs) and will reflect in South African Rands unless otherwise stipulated.
- 8.12. We will endeavour to ensure that the price displayed is accurate. The price of your order will need to be validated by us as part of our acceptance. If the price for the order changes before we accept your order, we will contact you and ask you to confirm that you wish to proceed at the amended price.
- 8.13. Delivery costs will differ depending on a variety of factors, including product type, price, and weight, as well as whether delivery is to be made within, or outside, the borders of South Africa.
- 8.14. We will make all reasonable efforts to accurately indicate prices and delivery charges. However, should products be erroneously offered at incorrect prices and/or delivery charges, we will not be obliged to sell products at such incorrect prices and/or delivery charges, but will refund monies paid by you should you not wish to proceed with the purchase at the correct price and/or delivery charge.
- 8.15. If fraud is suspected, we reserve the right to refuse to accept or process payment on any order, and to cancel the order.
- 8.16. We further reserve the right to cancel the sale if the product is not available for any reason. We will notify you if this is the case and return any payment that you may have made.
- 8.17. We accept no liability which may arise as a result of our inability or refusal to process any order or for the cancellation of an order.
- 8.18. We will usually refund money received using the same method originally used by you to pay for the product.
- 8.19. A full record of every sale and related transaction between you and ADVTECH will be maintained on the portal for a period of 12 months following the date of sale or related transaction. You will only be able to view and print this record during this 12-month period, whereafter you will be responsible for retaining your own record of the sale or related transaction.
- 8.20. These terms are subject to the provisions of the Electronic Communications and Transactions Act No. 25 of 2002 (the "Act") and any of the terms that are in conflict with any of the compulsory provisions of the Act will be deemed to have been modified so as to comply with the Act.

## 9. INTELLECTUAL PROPERTY AND RESTRICTIONS OF USE

- 9.1. 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:
  - 9.1.1. access and use this site strictly in accordance with these terms.
  - 9.1.2. to use this site solely for personal, non-commercial and lawful purposes.
  - 9.1.3. 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.

## **10. INTERACTIVE ONLINE FORUMS**

10.1 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 14 below) in these Terms and Conditions.

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

- 11.1. You may not create a link to this site from a third-party site or document without our prior written consent.
- 11.2. 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.
- 11.3. 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:
  - 11.3.1. you do not remove, distort or otherwise alter the size or appearance of ADvTECH logo or any of its related subsidiaries;
  - 11.3.2. you do not in any way imply that we are endorsing any products or services other than its own;
  - 11.3.3. you do not misrepresent your relationship with us nor present any other false information about ADvTECH;
  - 11.3.4. you do not otherwise use ADvTECH mark displayed on the site without express written permission from us;
  - 11.3.5. you do not link from any other site that you do not have the necessary authority or permission to link from; and
  - 11.3.6. 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.
- 11.4. We expressly reserve the right to revoke the right granted in clause 11.3 for breach of these terms and to take any action we deem appropriate.
- 11.5. 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.

## **12. VARIATION OF TERMS**

- 12.1. 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.

## **13. GUIDELINES FOR ONLINE CONDUCT**

- 13.1. You agree to use the site in accordance with all applicable laws.
- 13.2. 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.
- 13.3. You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the site.
- 13.4. You agree not to post any content that contains viruses or other harmful items anywhere on the site.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. You agree that you will not restrict or inhibit any other user from using and enjoying the sites.
- 13.9. 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.
- 13.10. 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. 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.

## **14. 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.

**15. 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