

# WEBSITE TERMS OF USE

(Updated 10 October 2016)

PLEASE READ THE FOLLOWING CAREFULLY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS ("TERMS OF USE"), DO NOT USE THIS WEBSITE.

## General Information

In these terms and conditions, "we" "us" and "our" refers to Mindmuzik Media (Pty) Ltd. Your access to and use of all content on this website is provided subject to the following terms and conditions.

We reserve the right to amend this notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

## Site Access

1. When you visit our website, we give you a limited licence to access and use our information for personal use.
2. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
3. Except as permitted under the *Copyright Act 1978*, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
4. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatagging or mirroring of our website.

## Hyperlinks

5. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
6. You may link our website with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

## Intellectual Property Rights

7. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
8. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
9. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
10. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

### **Disclaimers**

11. The information we provide on this website is of a general nature only. We are not providing professional advice and you should obtain professional or specialist advice that is appropriate to your circumstances and we give no warranty and accept no liability should you use the information without obtaining independent advice.
12. We give no warranty that the information is free from error or omission and you should use your own care and skill when accessing and using it.
13. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
14. We take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
15. From time to time we may host third party content on our website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owner of that material and we are not responsible for any errors or omissions in such material.

### **Limitation of Liability**

16. To the full extent permitted by law, our liability for breach of an implied warranty or condition will not be greater than the amount you paid to access our website.

### **Indemnity**

17. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

### **Jurisdiction**

18. These terms and conditions are to be governed by and construed in accordance with the laws of South Africa and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in South Africa and you agree to submit to the jurisdiction of those Courts.
19. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

## Privacy

20. We undertake to take all due care with any information including Comments which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
21. Our compliance with privacy legislation is set out in our separate [Privacy Policy](#) which may be accessed from our home page.

## Disclosure

22. Access to the services, content, software and content downloads available from the Mindmuzik website is classified as "electronic transactions" in terms of the Electronic Communications & Transactions Act 25 of 2002 ("[ECT Act](#)") and therefore users have the rights detailed in Chapter 7 of the ECT Act and Mindmuzik Media has the duty to disclose the following information:
  - The full name and legal status of the website owner: Mindmuzik Media (Pty) Ltd, Registration No. 2000/023975/07
  - VAT registration number: 4490199439
  - Street address: 140 Gordon Street, Colbyn, Pretoria, Gauteng, 0083, South Africa
  - Postal address: P O Box 2904, Brooklyn Square, Pretoria 0075, South Africa
  - Physical address for receipt of legal service: 140 Gordon Street, Colbyn, Pretoria, Gauteng, 0083, South Africa
  - Managing Director: I F Kriek - [frikkie@mindmuzik.com](mailto:frikkie@mindmuzik.com)
  - Main business: Distributing, publishing and development of psychological and psychometric test material, related tools and service.
  - The website address of the Mindmuzik Media website is [www.mindmuzik.com](http://www.mindmuzik.com)
  - The official email address of the Mindmuzik Media website is [accounts@mindmuzik.com](mailto:accounts@mindmuzik.com)
  - Official telephone number: +27 12 342 1606
  - Membership of self-regulatory or accreditation bodies:

- o Consultant Psychologists and Psychometrist – Health Professions Council of South Africa, <http://www.hpcs.co.za/>, contact number +27 12 338 9301, e-mail [info@hpcs.co.za](mailto:info@hpcs.co.za)
  - o Accountant – South African Institute for Professional Accountants, <http://www.saipa.co.za/>, contact number +27 12 207 7840, e-mail [clientcare@saipa.co.za](mailto:clientcare@saipa.co.za)
- Codes of conduct to which the Mindmuzik Media website subscribes: Code of Conduct and Code of IT Ethics <http://ispa.org.za/code-of-conduct/>
- It is Mindmuzik Media (Pty) Ltd policy to conduct its business dealings on the basis of respect for the law and proper regard for ethical business practises. Employees, where applicable, are also governed by the ethical rules regulated by its professional bodies.
- Copies of the manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000
- The costs associated with the access and use of the Mindmuzik Media website are free, pricelist of our products and services with sales specific terms and conditions are available on this website.
- Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to the Mindmuzik Media website; the inability to access the Mindmuzik Media website; the services and content available from the Mindmuzik Media website; or these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Gauteng in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
- Cooling off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling off provisions of the ECT Act do not apply to this website; and
- Users may lodge complaints concerning the Mindmuzik Media website through the "Contact Us" service provided on this website. Users hereby assign the copyright in such complaints to Mindmuzik Media and understand that Mindmuzik Media may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.