



ENGCONOMICS TERMS AND CONDITIONS

Your use of this website constitutes your agreement to be bound by these terms and conditions. This website, including all of its features and content (this “Website”) is a service made available by Engconomics (“The provider”) and all content, information and services provided on or through this Website may be used solely under the following terms and conditions.

1 Definitions and Interpretations

- 1.1 “Content” including but not limited to: text, submissions, images, audio and/or video, and PDFs in whole or in part;
- 1.2 “Submissions” – including but not limited to notes, images, creative materials, ideas, suggestions concepts, and communication including any data, questions, comments and other information submitted to the Website via transmission by electronic mail or otherwise;
- 1.3 “The Provider” means Engconomics (Pty) Ltd. (Reg. No.: 2014/103772/07). The Company provides online Information Content as further described in the definition of Content above.
- 1.4 “User” means any person who enters, uses or accesses the Website, notwithstanding the fact that such a person only visited the home page of the Website;
- 1.5 “The Website” means the Engconomics website located at <https://www.engconomics.com>, and includes any part or element thereof;
- 1.6 “Consumer” has the meaning given to it as defined in the Electronic Communications and Transactions Act 25 of 2002 as well as the Consumer Protection Act, 68 of 2008 (the “CPA”);
- 1.7 In this agreement unless it appears to the contrary, the singular shall include the plural and vice versa, any reference to any gender shall also include the opposite gender and any reference to a natural person, shall include legal person and vice versa.

2 Website License

- 2.1 As a user of this Website you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Website and Content in accordance with these Terms of use. Engconomics may terminate this license at any time for any reason.



3 Importance Notice

- 3.1 These Terms and Conditions apply to all users and consumers as defined above.
- 3.2 Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 3.3 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Engconomics to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 3.4 Engconomics permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

4 Trademark, Copyright and Restrictions on Use

- 4.1 Engconomics and the contents of the Website are the property of Engconomics, unless specified otherwise, and are protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website and/or the Page 6 of 10Services, is our property, unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.
- 4.2 Except as stated in the Terms, none of the contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.
- 4.3 Users are expressly prohibited to “mirror” any content, contained on the Website, on any other server unless our prior written permission is obtained, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.
- 4.4 The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the Website, so long as the link does not portray us, our affiliates, Goods or Services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use our logo or other proprietary graphic or trademark as part of the link without our permission or the permission of our affiliates or content suppliers. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website, where not evidently that of third parties, are the exclusive property of Engconomics.



5 Not Legal Advice

- 5.1 Content is not intended to and does not constitute legal advice. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed, and your use of Content on this Website or materials linked from this Website is at your own risk.

6 Intellectual Property

- 6.1 Users undertake not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Website including any algorithm used by us.
- 6.2 We own or are licensed to use all intellectual property on the Website. Users may not use any of our intellectual property for any purpose other than as may be required to use the Website for its intended purpose.

7 Software and Equipment

- 7.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and account to access the Website.

8 Changes and Amendments

- 8.1 Engconomics expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:
 - 8.1.1 *change these terms and conditions;*
 - 8.1.2 *change the content and/or services available from the Website;*
 - 8.1.3 *discontinue any aspect of the Website or service(s) available from the Website; and/or*
 - 8.1.4 *change the software and hardware required to access and use the Website.*

9 Privacy

- 9.1 Engconomics shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). Visit Engconomics Privacy Policy.



10 Security

- 10.1 Engconomics shall take all reasonable steps to secure the content of the Website however, Engconomics does not make any warranties or representations that the content shall be 100% safe and secure.
- 10.2 Engconomics is under no legal duty to encrypt any content or communications from and to the Website and is also under no legal duty to provide digital authentication of any page on the Website.
- Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Website or the server and computer network that support the Website. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Engconomics harmless against all liability, damages and losses Engconomics and its partners/affiliates may suffer as a result of such damaging code.
- 10.3 Users may not develop, distribute or use any device to breach or overcome the security measures of the content and Engconomics reserves the right to claim damages to any and all persons concerned with a security failure or breach.

11 Disclaimer and Limitation of Liability

- 11.1 Engconomics, its owners, employees, suppliers, network operators, partners, affiliates and agents shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 11.1.1 *access to the Website;*
 - 11.1.2 *access to websites linked to the Website;*
 - 11.1.3 *inability to access the Website;*
 - 11.1.4 *inability to access websites linked to the Website;*
 - 11.1.5 *content available on the Website;*
 - 11.1.6 *services available from the Website;*
 - 11.1.7 *download, install and use the content or product; and*
 - 11.1.8 *any other reason not directly related to Engconomics' gross negligence.*



- 11.2 Engconomics shall not be liable for any loss, claim, liability or damage of any kind resulting from the use of the Website.
- 11.3 The Website and content are supplied on an “as is” basis and have not been compiled to meet the User’s individual requirements. It is the responsibility of the User to satisfy him/herself, prior to entering into this agreement with Engconomics, that the content, products and services available from and through the Website meet the User’s individual requirements and is compatible with the User’s computer hardware and/or software.
- 11.4 Information, ideas and opinions expressed by Engconomics through electronic mail or on the Website should not be regarded as professional advice or the official opinion of Engconomics and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 11.5 This Website is directed primarily at Users in the Republic of South Africa and therefore Engconomics shall not, as far as allowed by South African law, be liable for defamation, libel, slander, privacy infringement, personality infringement or copyright infringement, in whatsoever format, outside the borders of the Republic of South Africa.
- 11.6 Engconomics sources content from various third parties and does not control the content provided by such third parties and Engconomics only serves as an electronic distribution platform for such third-party content. Therefore, Engconomics shall not be liable, in any manner whatsoever for defamation, privacy infringement, personality infringement or copyright infringement related to content on the Website not created by Engconomics or its employees.
- 11.7 Engconomics does not make any warranties or representation that content, products and services available from the Website will in all cases be true, correct or free from any errors. Engconomics shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.
- 11.8 Engconomics does not make any warranties or representations that the Website will always be available. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of Engconomics, including, but not limited to virus infection, power failure or other “acts of God”.

12 Removal and Correction of Content

- 12.1 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available on the Website to Engconomics and Engconomics undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.



13 Interception of Communications

- 13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Engconomics' right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Website or its staff and employees.
- 13.2 The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the "writing" requirement.

14 Unlawful Activity

- 14.1 Engconomics reserves the right to investigate complaints, suspicions or reported violations of our Term of use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to the applicable authorities, regulators or third parties and disclosing and information necessary to appropriate such persons or entities.

15 Entire Agreement and Severability

- 15.1 These terms and conditions constitute the entire agreement between Engconomics and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Engconomics from the User.
- 15.2 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

16 Applicable and Governing Law

- 16.1 The Website is hosted, controlled and operated by the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services and these terms and conditions



17 Termination of Agreement

- 17.1 The use of or access to the Website constitutes the User's acceptance of the terms and conditions hereof, which are binding on the user and take effect on a date when the user first makes use of or accesses the Website.
- 17.2 If the User does not accept all the terms and conditions in full, the User must exit the site immediately.
- 17.3 Engconomics has the exclusive discretion to terminate the agreement at any time.
- 17.4 After the User has exited the site as aforesaid the User must destroy all content, whether content, materials or software, obtained from the site and all copies thereof.
- 17.5 In the event of the User failing to exit the site as aforesaid Engconomics has the right to claim any indirect, direct, incidental, special or punitive damages caused to Engconomics from the User's unauthorised access and/or use of the Website. The user further indemnifies Engconomics against any claims for damages of whatsoever nature caused to another party by the User's unauthorised use and/or access of the Website.