

Website and Online Services: Terms and Conditions

The terms and conditions which apply to the website and online services are set out herein.

1. Introduction

- 1.1. This website may be accessed at www.getonskillsdevelopment.co.za (the "**Website**") and is owned and operated by ("**GetOn**").
- 1.2. These Terms and Conditions are binding and enforceable against every person ("**you**" or "**your**") that accesses or uses this Website ("**GetOn**").
- 1.3. **By using the Website and by clicking on the "I Accept" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.4. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**") and **your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 1.5. If there is any provision in these Terms and Conditions that you do not understand, you may click on the "[Contact Us](#)" link and request that GetOn explain it to you before you accept the Terms and Conditions or continue using the Website.
- 1.6. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or GetOn in terms of the CPA.
- 1.7. The use of this Website subject to these 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 these Terms and Conditions.

2. Use of the Website and online services

- 2.1. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- 2.2. You agree that you will not:
 - 2.2.1. in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. You also agree that all content including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (the "**Content**") belongs to GetOn and you shall not therefore in any way use any robot, spider, other automatic device, or manual process to monitor, copy, reverse engineer, distribute or modify the Website or the information contained herein, without the prior written consent from GetOn;
 - 2.2.2. use the Website for harmful purposes, or attempting to harm minors in any way;
 - 2.2.3. use the Website for commercial and non-private purposes;
 - 2.2.4. use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful or fraudulent;
 - 2.2.5. in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of GetOn.

3. Privacy

Please refer to our Privacy Policy incorporated by reference (which means that it forms part of these Terms and Conditions).

4. **Changes to these Terms and Conditions**

- 4.1. GetOn reserves the right to change, alter or vary any of these Terms and Conditions at any time and without prior notification to you. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. If you not be satisfied with these, you must not use the Website.
- 4.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

5. **Disclaimer**

- 5.1. The use of the Website is at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 5.2. We take reasonable measures to ensure that the content of the Website is accurate and complete, however GetOn makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by GetOn's representatives, GetOn shall not be bound by these.
- 5.3. To the extent permitted by applicable law, GetOn disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein.
- 5.4. Although the products sold from the Website or a GetOn may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 5.5. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, GetOn also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of GetOn, its employees, agents or authorised representatives. GetOn thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.**
- 5.6. The site, information, and content as set out on this Website is made available on an "as is" and "as available" basis. It is provided without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, GetOn provides you with the site on the basis that it excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these Terms and Conditions, might have effect in relation to the site.

6. **Linking to third party websites and hyperlinks**

- 6.1. This Website may contain links or references to other websites ("**Other Websites**"), over which GetOn have no control. These are provided for information and convenience only and do not constitute any endorsement, sponsorship, affiliation or recommendation by GetOn whatsoever.

- 6.2. These Terms and Conditions do not apply to those Other Websites and GetOn is not responsible for the practices and/or privacy policies of those Other Websites or the "cookies" that those sites may use.
- 6.3. Notwithstanding the fact that the Website may refer to or provide links to Other Websites, your use of such Other Websites is entirely at your own risk and **we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Other Websites or your reliance on any information contained thereon.**

7. Suspension and/or Termination

- 7.1. GetOn will determine, in our sole discretion, whether there has been a breach of these Terms and Conditions through your use of the Website and/or the online services.
- 7.2. Failure to comply with these Terms and Conditions may result in our taking any or all of the following actions:
 - 7.2.1. immediate, temporary or permanent withdrawal of your right and ability to use the Website and/or any of the online services;
 - 7.2.2. issue of a warning to you;
 - 7.2.3. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 7.2.4. further legal action against you;
 - 7.2.5. disclosure of such content and information about or relating to you, to law enforcement authorities as we reasonably feel is necessary.
- 7.3. We exclude liability for actions taken in response to breaches of these Terms and Conditions. The remedies described above are not limited, and we may take any other lawful action we reasonably deem appropriate.

8. Limitation of liability

- 8.1. GetOn cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of GetOn, its employees, agents or authorised representatives.
- 8.2. **To the extent permissible by law, GetOn will not be liable for any direct, indirect, special or consequential loss or damages howsoever arising out of your use of any of the GetOn products.**
- 8.3. **GetOn will not be liable for any direct, indirect, special or consequential loss or damages howsoever arising including but not limited to, your use of this Website, activity on the Website and or any Other Websites.**
- 8.4. **You hereby indemnify GetOn and hold it harmless against any loss or damage you or any third party may suffer as a result of your use of this Website, any Other Website and/or the GetOn products.**
- 8.5. NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR LIMITS GETON'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY SOUTH AFRICAN LAW.

9. Availability and termination

- 9.1. GetOn will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 9.2. GetOn may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that GetOn will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.

10. Electronic Communications

- 10.1. The following terms and conditions shall apply to all electronic communications (and attachments) that are transmitted to you by GetOn:
 - 10.1.1. By visiting the Website or sending GetOn emails, you agree that we may communicate with you electronically.
 - 10.1.2. Any electronic communication sent to you from GetOn, will be regarded to have been received by you, upon being sent by us. This includes, but is not limited to mobile push notifications.
 - 10.1.3. You accept that all agreements, notices, disclosures and other communications that are sent to you electronically, meet any legal requirement that communications shall be in writing.
 - 10.1.4. The contents of any electronic communication are subject to the terms and conditions contained in any applicable governing agreement.
 - 10.1.5. The complete and accurate transmission of information, the electronic communication itself and delay in receipt thereof, is not the responsibility of GetOn.

11. Phishing and Spoofing

- 11.1. If you receive an email that appears to be from GetOn, and requests you provide personal information or verify your account by clicking on a link, you have in all probability been sent an email from a "spoofer" or "phisher."
- 11.2. You will not be asked to provide personal information in an email, and GetOn suggest that you do not respond to such email and do not click on any links that may have been included. GetOn will not be held liable for any consequences resulting from your response to an email sent by a "phisher" or "spoofer" and any response you provide is at your own risk.

12. Intellectual property

- 12.1. The intellectual property on this Website, the content and all material published on it, and the online services, is owned and/or licensed by GetOn any use thereof requires GetOn's prior written consent. All our rights remain strictly reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text GetOn's status (and that of any identified contributors) as the authors of content on the site must always be acknowledged.
- 12.4. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from GetOn or its licensors.
- 12.5. If you print off, copy or download any part of GetOn's Website in breach of these terms of use, your right to use our site will immediately cease and you must, at GetOn's option, return or destroy any copies of the materials you have made.

13. Complaints and notice

- 13.1. All complaints and queries should be sent by email to admin@getonskillsdevelopment.co.za
- 13.2. Any legal notices that you give GetOn under this contract must be sent by registered post to PO Box 708 Atteridgeville 0008
- 13.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
 - 13.3.1. by hand will be deemed to have been received on the date of delivery
 - 13.3.2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 - 13.3.3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a

day which is not a business day will be deemed to have been received on the following business day; and

- 13.3.4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All e-mail communications between you and GetOn must make use of the "Read Receipt" function to serve as proof that the e-mail has been received.
- 13.4. Where GetOn needs to give you any notice as provided for in these Terms and Conditions or provide additional information about the products and services supplied to you, GetOn will do so by sending you an email or posting a notice on this Website. You hereby consent to GetOn providing you with notices or information in this way.

14. **Governing law and jurisdiction**

- 14.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 14.2. Nothing in this clause 14 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

15. **General**

- 15.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 15.2. Any failure on the part of you or GetOn to enforce any right in terms hereof shall not constitute a waiver of that right.
- 15.3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 15.4. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 15.5. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 15.6. These Terms and Conditions contain the whole agreement between you and GetOn and no other warranty or undertaking is valid, unless contained in this document.