

# EMPLOYMENT SOLUTIONS FOR PEOPLE WITH DISABILITIES



## Terms and Conditions

Please carefully review the following basic rules that govern your use of Employment Solutions for People with Disabilities Website. Please note that your use of Employment Solutions for People with Disabilities Website constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, do not use the Employment Solutions for People with Disabilities Website.

Employment Solutions for People with Disabilities reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the Website.

These Terms and Conditions of Use apply to the use of Employment Solutions for People with Disabilities Website and do not extend to any linked third party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement between you and the Employment Solutions for People with Disabilities (Pty) Ltd with respect to the Employment Solutions for People with Disabilities Website. Any rights not expressly granted herein are reserved.

These Terms and Conditions (together with any other terms and conditions referred to in them) shall apply to Your use of the website located at [www.disabilityemployment.co.za](http://www.disabilityemployment.co.za).

By using the Employment Solutions for People with Disabilities Website - You confirm that You accept these Terms and Conditions and agree to be bound by them. If You do not wish to be bound by these Terms and Conditions, You may not use the Employment Solutions for People with Disabilities Website.

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## **1 Definitions**

- 1.1 The Employment Solutions for People with Disabilities Website is operated by Employment Solutions for People with Disabilities (Pty) Ltd (Incorporated under Section 21), a non-profit company registered under the laws of South Africa (company registration number 1999/015928/08), whose registered office is at 8 Dr Savage Drive, Prinshoff, Pretoria, 0001.
- References to "We/Us/Our" shall mean by Employment Solutions for People with Disabilities (Pty) Ltd (Incorporated under Section 21).
- 1.2 "Users" means the users of the Employment Solutions for People with Disabilities Website collectively and/or individually as the context admits.
- 1.3 "You/Your" means you, a User of the Employment Solutions for People with Disabilities Website.
- 1.4 "Website" means a site on the World Wide Web.

## **2 Other applicable terms**

- 2.1 Our Privacy Policy also applies to Your use of the Employment Solutions for People with Disabilities Website. This policy sets out the terms on which We process any personal data We collect from You, or that You provide to Us. By using the Employment Solutions for People with Disabilities Website, You consent to such processing and You warrant that all data provided by You is accurate.

## **3 Acceptable use**

- 3.1 Any use by You of the Employment Solutions for People with Disabilities Website shall be in accordance with the following conditions:
- (a) You must not post or transmit through the Employment Solutions for People with Disabilities Website any defamatory, threatening, obscene, harmful or pornographic material or material which would violate or infringe in any way upon the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience or which do not comply with all relevant laws. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. Always treat other Users with respect.
  - (b) You shall not post or otherwise make available on the Employment Solutions for People with Disabilities Website any material which You do not own without the express permission of the owner of the material.
  - (c) You may not copy, download, reproduce, republish, broadcast or transmit in any manner whatsoever, any material on the Employment Solutions for People with Disabilities Website except as is strictly necessary for Your own personal non-commercial home use.
- 3.2 We cannot guarantee anonymity if You do not abide by these Terms and Conditions or post anything illegal onto the Employment Solutions for People with Disabilities Website.

## **4 Third party websites**

- 4.1 You acknowledge and agree that We are not responsible for the availability of any third party Websites or material You access through the Employment Solutions for People with Disabilities Website, and do not endorse and are not responsible or liable for any content, advertising, products or services on or available from such Websites or material, nor for any damage, loss or offence caused, or alleged to be caused, by or in connection with use of or reliance on any content, advertising, products or services available on or available from such Websites or material.
- 4.2 Any dealings between You and any advertisers or merchants found on or via the Employment Solutions for People with Disabilities Website, including payment for and delivery of products, services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between You and the relevant advertiser or merchant. You agree not to hold Us liable for any loss or damage of any kind incurred as the result of any such dealings.

## **5 Intellectual property**

- 5.1 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Employment Solutions for People with Disabilities Website shall remain at all times vested in Us or Our licensors. You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors and may not and agree not to assist or facilitate any third party to copy, reproduce, transmit, distribute, commercially exploit or create derivative works of such material or content.
- 5.2 If You become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.
- 5.3 You acknowledge that by posting materials on the Employment Solutions for People with Disabilities Website You grant to Us and Our licensors and assigns an irrevocable, perpetual royalty free worldwide licence to use the materials within the Employment Solutions for People with Disabilities Website and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.
- 5.4 If You use material or content supplied as part of the Employment Solutions for People with Disabilities Website in breach of these Terms and Conditions, Your right to use the Employment Solutions for People with Disabilities Website will cease immediately and You must, at Our option, return or destroy any copies, reproductions, transmissions, distributions or derivative works of such material or content that You have made.

## **6 Our rights**

- 6.1 We reserve the right, at any time, to modify, alter, or update these Terms and Conditions without notice, and You agree to be bound by any such modifications, alterations or updates which are posted on the Employment Solutions for People with Disabilities Website. You should check these Terms and Conditions regularly to ensure that you are aware of any changes we may have made.

- 6.2 We reserve the right, at any time, to modify, alter, or update the content of the Employment Solutions for People with Disabilities Website. Note, however, that We are under no obligation to update the content of the Employment Solutions for People with Disabilities Website, nor do We guarantee that the Employment Solutions for People with Disabilities Website, or any content on it, will be free from errors or omissions.
- 6.3 Material which is posted on any bulletin boards or chat forums is written by Users and We are not responsible for and give no endorsement of such material. We reserve the right to monitor the contributions posted to any of the bulletin boards or chat forums on the Employment Solutions for People with Disabilities Website and may respond to or comment upon communications by You and edit, refuse to post or remove any content from the bulletin boards and chat forums in our absolute discretion. No failure to remove particular material constitutes an endorsement or acceptance of it by Us.

## **7 Limitation of liability**

- 7.1 To the extent permitted by law, We make no warranties, express or implied, as to the content of the Employment Solutions for People with Disabilities Website or the accuracy, timing or reliability of any information or statements contained therein, or statements, advice and opinions given by Users on the bulletin boards and chat forums which are those of such Users only. We neither endorse nor shall be held responsible for the reliability or accuracy of the same and We are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided on the Employment Solutions for People with Disabilities Website. If You have any claim arising from the actions or statements of another User, You agree to pursue such a claim only against that User and not from Us.
- 7.2 We will endeavour to provide and to update the content on the Employment Solutions for People with Disabilities Website using all reasonable care. However, to the extent permitted by law, We exclude all implied warranties as to quality, accuracy or fitness of the Employment Solutions for People with Disabilities Website and We do not warrant that the material contained in the Employment Solutions for People with Disabilities Website, any of the functions contained in the Employment Solutions for People with Disabilities Website and the server will operate without interruption or delay or will be error free, complete, up-to-date or free of viruses or bugs or is compatible with any other software or material.
- 7.3 We shall not be liable in contract, tort, negligence, breach of statutory duty, or otherwise for any loss or damage whatsoever in any way connected with:
- (a) Your use of, or inability to use, the Employment Solutions for People with Disabilities Website; or
  - (b) Your use of or reliance on any content displayed on the Employment Solutions for People with Disabilities Website, whether direct or indirect, or foreseeable or not, including, damage to software or hardware, damage for loss of business, loss of profits, or any other consequential loss.
- 7.4 Note that we only provide the Employment Solutions for People with Disabilities Website for domestic and private use. You agree not to use the Employment Solutions for People with

Disabilities Website for any commercial or business purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 7.5 Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by South African law, which has been committed by Us, our servants, agents or employees.

## **8 Privacy**

- 8.1 We shall comply with applicable South African Data Protection legislation from time to time in place in respect of any personal information relating to You gathered by Us.
- 8.2 The way in which We deal with any personal information relating to You which is gathered by Us is set out in Our Privacy Policy. Please ensure that you read this Policy carefully before using the Employment Solutions for People with Disabilities Website.

## **10 Indemnity and disclaimer**

You agree to indemnify Us, and/or any of Our affiliates and Our and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by You or any other liabilities arising out of Your use of the Employment Solutions for People with Disabilities Website.

The Employment Solutions for People with Disabilities website and associated materials are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, Employment Solutions for People with Disabilities (Pty) Ltd (incorporated under Section 21) disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement of intellectual property. Employment Solutions for People with Disabilities (Pty) Ltd make no representations or warranty that the website will meet your requirements, or that your use of the website will be uninterrupted, timely, secure, or error free; nor do the operators make any representation or warranty as to the results that may be obtained from the use of the website. Employment Solutions for People with Disabilities (Pty) Ltd (incorporated under Section 21) make no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, or products included on the website.

Under no circumstances and under no legal or equitable theory, whether in tort, contract, negligence, strict liability or otherwise, shall Employment Solutions for People with Disabilities (Pty) Ltd (incorporated under Section 21) or any of their agents, vendors or suppliers be liable to user or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the Employment Solutions for People with Disabilities website or for any breach of security associated with the transmission of sensitive information through the website or for any information obtained through the website, including, without limitation, damages for lost profits, loss of goodwill, loss or corruption of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized

representative of the operators has been advised of or should have known of the possibility of such damages.

You understand and agree that any content downloaded or otherwise obtained through the use of the website is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data or business interruption that results from the download of content. Employment Solutions for People with Disabilities (Pty) Ltd (incorporated under Section 21) shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced in or appearing on the website. Your participation in the website is solely at your own risk. No advice or information, whether oral or written, obtained by you from Employment Solutions for People with Disabilities (Pty) Ltd (incorporated under Section 21) or through their employees, or third parties shall create any warranty not expressly made herein. You acknowledge, by your use of the Employment Solutions for People with Disabilities website, that your use of the website is at your sole risk.

## **11 Termination**

We shall have the right immediately to terminate Your use of the Employment Solutions for People with Disabilities Website if We determine in Our sole discretion that You have breached these Terms and Conditions or have otherwise been engaged in conduct which We determine in Our sole discretion to be unacceptable. This may include, where applicable, disabling Your user identification code or password, whether chosen by You or allocated by Us.

## **12 Feedback**

Should You wish to make any comments to Us about the Employment Solutions for People with Disabilities Website or if you have any questions relating to the same please contact Us using the Contact Form.

## **13 General**

- 13.1 If any of these Terms and Conditions are determined to be invalid or otherwise unenforceable by reason of the application of any law, such provisions shall be severed and deleted from these Terms and Conditions and the remainder of these Terms and Conditions shall continue to have full force and effect.
- 13.2 These Terms and Conditions are governed by South African law and both You and Us hereby submit to the non-exclusive jurisdiction of the South African courts.
- 13.3 These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.
- 13.4 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions

13.5 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.