



NEMISA WEBSITE TERMS AND CONDITIONS

1. Introduction

In terms of section 11 of the Electronic Communication and Transactions Act, these terms and conditions are valid, binding, and enforceable against all persons that access NEMISA's website, web pages or any part thereof.

By accessing the NEMISA's website, web pages or any part thereof for any reason whatsoever, the User agrees to the terms and conditions as set out below and the NEMISA Privacy Policy incorporate herein by reference.

2. Definitions

- a. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- b. "POPIA" means the Protection of Personal Information Act 4 of 2013.
- c. "NEMISA" means National Electronic Media Institute of South Africa, a non-profit institute for education in terms of the Companies Act (1973) and is listed as a schedule 3A public entity in terms of the Public Finance Management Act (1999).
- d. "Terms of Use" means the terms and conditions of use as set out in this document.
- e. "User" means any person, whether a natural person or juristic entity, who accesses or uses the NEMISA's website, notwithstanding that such a person only visits the NEMISA's website home page.
- f. "Website" means <https://www.nemisa.co.za/> operated and owned by NEMISA, including any page, part or element thereof.

3. Acceptable Use

- a. The website is intended to provide the User only with information regarding NEMISA and the services it offers. NEMISA shall not be liable for any losses incurred or damages suffered arising from reliance on the information provided on the website.
- b. Content from the website may not be used or exploited by Users for any commercial or private purposes without prior written consent of a duly authorised official of NEMISA, which consent NEMISA may withhold in its sole and absolute discretion.
- c. Users may not use the NEMISA's website for:

- i. Illegal purposes;
 - ii. Harmful purposes; and
 - iii. The creation, storage and sending of unsolicited commercial communications.
- d. Should any User use content from the website in breach of the provisions detailed herein, NEMISA:
 - i. Reserves the right to claim damages from the User;
 - ii. Reserves the right to institute criminal proceedings against the User; and
 - iii. Shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who may have obtained consent from the User.
- e. Hyperlinks to the website from any other source shall be directed at the home page of the website. Links beyond the NEMISA's home page may only be used with NEMISA's prior written consent from a duly authorised employee.
- f. NEMISA shall not be liable, in any manner whatsoever, for any damage, loss or liability resulting from the use of content, or services available from the website, if such content, or services was accessed through a hyperlink not directed at the home page of the website. Persons that wish to link to pages beyond the home page of the website without NEMISA's prior written consent shall do so at their own risk and they indemnify NEMISA against any loss, liability or damage that may result from the use of such hyperlinks. NEMISA's exclusion from liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- g. Apart from bona-fide search engine operators and use of the search facility provided on the website by Users, no person may use or attempt to use any technology or applications (including but not limited to web crawlers, robots or web spiders) to search, collect or copy content from the NEMISA's website for any purpose whatsoever, without NEMISA prior written consent from a duly authorised representative. No modification and/or reverse engineering whatsoever of any content of this website is permitted; and
- h. E-mail addresses, names, telephone numbers and fax numbers published on the website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the NEMISA's



websites may be used to send unsolicited communications to NEMISA, its students, employees or its other stakeholders.

4. Changes to these Terms of Use

- a. NEMISA may amend these Terms of Use at any time in its sole discretion without prior notice to the User, in which event the User's continued usage of the website after any such changes to these Terms of Use shall indicate that the User accepts those changes.
- b. NEMISA reserves the right to change and/or amend, without notice the information contained on the website.

5. Intellectual Property Rights

- a. All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, logos, hyperlinks, private information, and designs are the property of and or licensed to, NEMISA, and as such, are protected from infringement by domestic and international legislation and treaties.
- b. Intellectual property rights on this site are expressly reserved.

6. Electronic Communications

- a. By using the website or communicating with NEMISA by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy any legal requirement, including but not limited to the requirement that such communications should be "in writing" as defined in the ECT Act.

7. Privacy Policy and Conditions for Lawful Processing of Personal Information according to Chapter 3 of POPIA

- a. These terms of use must be read with the Privacy Policy as is appropriate, to enable the User to understand the manner in which NEMISA processes personal information.
- b. The User may access most areas of the website without having to register as a User, however certain restricted areas require registration. Should the User decide to register as a User of the website, NEMISA may require the User to provide personal information which includes but is not limited to:
 - i. Name and surname



- ii. Identity number
 - iii. Street and postal address
 - iv. Contact numbers; and
 - v. E-mail address.
- c. NEMISA uses cookie technology that automatically processes certain personal information as the User navigates the website, which includes but is not limited to non-personal browsing habits and click patterns, and the User's IP address. Users may determine cookie use independently through their browser settings. Cookies ensure that NEMISA can continually improve its website. NEMISA utilises "first party cookies" (originating from NEMISA) to track the User's visits between sessions and to deliver a personalised experience. We also utilise "third party cookies" (not originating from NEMIS) to provide traffic analysis and tracking.
- d. The User consents to NEMISA using the User's personal information for the purpose for which it was disclosed.
- e. NEMISA may use the User's personal information for general and statistical purposes.

8. Agreements in terms of Section 21 of the ECT Act

- a. No information or data on the website constitutes an offer to do business but is merely an invitation to do business.
- b. No agreements shall be concluded merely by sending a data message to the website or its owners. Valid agreements will require a written acceptance of a written offer by NEMISA.
- c. No e-mail message shall be deemed to have been received by NEMISA until a directed response has been issued from NEMISA. An automated response, from NEMISA, shall not satisfy this requirement.

9. Searching Technology

- a. The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from the website is not permitted, if such technology will result in slowing down of the website's server or copyright infringement of any data and information available from the website.

10. Links to Third Party Sites

- a. NEMISA may provide links to other websites only as a convenience to the User and the inclusion of any link does not imply NEMISA's endorsement of such websites.
- b. Linked websites or pages are not subject to the control of NEMISA. NEMISA shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

11. Security of Information

- a. NEMISA shall take all reasonable steps to secure a User's information.
- b. Users undertake not to divulge their username and password to any other person.
- c. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on the website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to the website.
- d. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that supports the Website.
- e. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to NEMISA websites or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and in the event that NEMISA should suffer any damage or loss, civil damages will be claimed.

12. Disclaimer and Limitation of Liability

- a. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, NEMISA shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the website or the services or content provided from and through this website. Furthermore, NEMISA makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the website are free from errors or omissions or that the service will be uninterrupted and error free.
- b. The website is supplied on an "as is" basis to the extent permitted by law and has not been compiled or supplied to meet the User's individual requirements. It is the sole responsibility of the User to satisfy him or herself, prior to entering into this agreement with, that the



service available from and through the website will meet the User's individual requirements and be compatible with the User's hardware and/or software.

- c. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of NEMISA.

13. Offensive E-Mail Content

- a. NEMISA's employees and other Users of the NEMISA's e-mail system are subject to policies that prohibit:
 - i. The obscuring, suppressing, or replacing another User's identity on an e-mail (pretending to be someone else);
 - ii. The use of NEMISA's information and communications systems for the exercise of the employee's right to free speech;
 - iii. Sexual, religious, political and racial harassment;
 - iv. Profanity, obscene, offensive, derogatory or defamatory remarks; and
 - v. Otherwise, unlawful communication via e-mail.
- b. Accordingly, if an e-mail sent by a NEMISA User breaches any of these provisions, that e-mail is sent in that person's personal capacity and NEMISA is not liable for such messages. NEMISA will take appropriate disciplinary action against any person breaching these provisions and the User can report any such breach to one of NEMISA Hotline channels.

14. Severability

- a. These Terms of Use constitute the entire agreement between NEMISA and the User of the Website. Any failure by NEMISA to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- b. If any term or condition of the use of the Website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.



15. Applicable and Governing Law

- a. The website is hosted, controlled and operated from the Republic of South Africa, and South African law governs the use or inability to use the website and these Terms of Use.

16. Enquiries

- a. If a User has any questions, queries or wishes to request permission to use any part of the website, including, linking, framing, or searching, please contact NEMISA at:

Address: 26 Canary Street, Cottesloe, South Africa

Attention: Chief Executive Officer

Email: info@nemisa.co.za