

Website Terms of Use

1. Website Terms and Conditions of Use

- 1.1. This document sets out the terms and conditions ("Terms") of the UVU Africa NPC Group ("UVU Africa NPC Group", "us", "we", "our") pertaining to the access and use of the information, products, services, and functions provided on the <https://www.uvuafrika.com/> ("Website"). For the purposes of these Terms, UVU Africa NPC Group shall be deemed to mean and include UVU Africa NPC (registration number 1999/002647/08), Bandwidth Barn (Pty) Ltd (registration number 2000/015304/07), Injini EdTech Acceleration NPC (registration number 2017/193849/08), UVU Bio NPC (registration number 2019/075897/08) and any company falling within the same "group" of companies as UVU Africa NPC provided for in section 1 of the Companies Act 71 of 2008.
- 1.2. Should any person that accesses the Website ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
- 1.3. If you are under the age of 18, you must obtain your parents' or legal guardians' advance authorisation, permission, and consent to be bound by these Terms before providing any of your personal information in response to any products, or services or registration prompts.
- 1.4. UVU Africa reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by UVU Africa from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5. If you have any questions about our Terms, please contact us on the details provided at the end of this page.

2. Content of the Website

- 2.1. UVU Africa reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2. UVU Africa reserves the right to change and amend any products, prices and rates quoted on this Website from time to time without notice.
- 2.3. UVU Africa may use the services of third parties to provide information on the Website. UVU Africa has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. The user agrees that such information is provided "as is" and that UVU Africa and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.
- 2.4. UVU Africa makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
 - 2.4.1. UVU Africa does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. UVU Africa expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy;
 - 2.4.2. whilst UVU Africa has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads, or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
 - 2.4.3. UVU Africa disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which UVU Africa receives it and statements from external parties are accepted as fact.

3. Linked Third Party Websites and Third Party Content

- 3.1. UVU Africa may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and UVU Africa does not endorse, nor does the inclusion of any link imply UVU Africa's endorsement of such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 3.2. While UVU Africa tries to provide links only to reputable websites or online partners, UVU Africa cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of UVU Africa. UVU Africa is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 3.3. You agree that UVU Africa shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

4. Website Usage Restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 4.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 4.2. decompile, disassemble, or reverse engineer any portion of the Website;
- 4.3. write and/or develop any derivative of the Website or any other software program based on the Website;
- 4.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of UVU Africa;
- 4.5. without UVU Africa's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 4.6. remove any identification, trademark, copyright, or other notices from the Website;
- 4.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 4.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5. Security

- 5.1. To ensure the security and reliable operation of the services to all UVU Africa's users, we hereby reserve the right to take whatever action we may deem necessary to preserve the security, integrity and reliability of our network and back-office applications.
- 5.2. You may not utilise the Website in any manner which may compromise the security of UVU Africa's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging, or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should UVU Africa suffer any damage or loss, civil damages shall be claimed by UVU Africa against the user.
- 5.3. Any user who commits any offence detailed in either the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") or the Cybercrimes Act 19 of 2020 shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by UVU Africa and its affiliates, agents and/or partners.

6. Intellectual Property Rights

- 6.1. For this clause, "Intellectual Property Rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by UVU Africa, now or in the future, including without limitation, UVU Africa's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 6.2. All copyright and other Intellectual Property Rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("Proprietary Material"), are the property of, or are licensed to, UVU Africa and as such are protected from infringement by local and international legislation and treaties.
- 6.3. By submitting reviews, comments and/or any other content (other than your personal information) to UVU Africa for posting on the Website, you automatically grant us and our affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 6.4. All rights not expressly granted are reserved and no right, title or interest in any Proprietary Material or information contained in this Website is granted to you.
- 6.5. Except with UVU Africa's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 6.6. Irrespective of the existence of copyright, the user acknowledges that UVU Africa is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 6.7. UVU Africa authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7. Risk, Limitation of Liability, and Indemnity

- 7.1. The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2. The transmission of information via the internet, including without limitation, e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall UVU Africa be liable for any loss, harm, or damage suffered by the user as a result thereof. UVU Africa reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should UVU Africa deem it necessary.
- 7.3. To the extent permissible by law:
 - 7.3.1. neither UVU Africa, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if UVU Africa knows or should reasonably have known or is expressly advised thereof;
 - 7.3.2. the liability of UVU Africa for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to UVU Africa rectifying the malfunction, within a reasonable time and free of charge, provided that UVU Africa is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of UVU Africa. However, in no event shall UVU Africa be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance, or use of it in combination with other computer software; and

7.3.3. you hereby unconditionally and irrevocably indemnify UVU Africa and agree to hold UVU Africa free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by UVU Africa or instituted against UVU Africa as a direct or indirect result of:

7.3.3.1. your use of the website;

7.3.3.2. software, programs, and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of UVU Africa;

7.3.3.3. your failure to comply with any of the terms or any other requirements which UVU Africa may impose from time to time;

7.3.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.3.3.5. any unavailability of, or interruption in, the service which is beyond the control of UVU Africa.

7.4. UVU Africa makes no warranty or representation as to the availability, accuracy, or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against UVU Africa for any loss suffered by you, as a result of information supplied by UVU Africa being incorrect, incomplete or inaccurate.

8. UVU Africa Privacy, Acceptable Usage and Cookie Policies

8.1. When using the Website or the Systems, you will be subject to any additional terms, policies, rules or guidelines applicable to the Website or such components of the Website that may be posted on the Website from time to time, including, without limitation, the [Privacy Policy](#), the [Acceptable Use Policy](#), and the [Cookie Policy](#). All such terms are hereby incorporated by reference into these Terms of Use. We use the personal information that we collect from you in accordance with this [Privacy](#) and [Cookie Policy](#).

9. Confidentiality

9.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by UVU Africa. You shall notify UVU Africa should you discover any loss or unauthorised disclosure of the information.

9.2. Any information or material sent to UVU Africa will be deemed not to be confidential, unless otherwise agreed in writing by the user and UVU Africa.

10. Breach or Cancellation by UVU Africa

10.1. UVU Africa is entitled without notice, in addition to any other remedy available to it in law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to UVU Africa's right to claim damages, should any user:

10.1.1. breach any of these Terms;

10.1.2. in the sole discretion of UVU Africa, use the Website in an unauthorised manner; or

10.1.3. infringe any statute, regulation, ordinance, or law.

10.2. Breach of these Terms entitles UVU Africa to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to UVU Africa on an attorney and own client scale.

11. Compliance with Laws

You shall comply with all applicable laws, statutes, ordinances, and regulations pertaining to your use of and access to this Website.

12. Reporting Violations

To report a violation of these Terms or any use of our services in contravention hereof, please contact us on reception@uvuafrica.com.

13. Notices

Except as explicitly stated otherwise, any notices shall be given by email to reception@uvuafrica.com (in the case of UVU Africa) or to the email address you have provided to UVU Africa (in your case), or such other address that has been specified. Notice shall be deemed given 48 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, UVU Africa may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to UVU Africa. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

14. General Clauses

- 14.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.2. This Website is controlled, operated and administered by UVU Africa from its offices within the Republic of South Africa. UVU Africa makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 14.3. UVU Africa does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 14.4. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 14.5. UVU Africa's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 14.6. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of UVU Africa.
- 14.7. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 14.8. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.9. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 14.10. These Terms set forth the entire understanding and agreement between UVU Africa and you with respect to the subject matter hereof.