

# Terms of Use

# Praekelt Consulting

VERSION 1.0/ 7 SEPTEMBER 2016

ENQUIRIES: MORGAN COLLETT/ INFORMATION OFFICER/ PRAEKELT CONSULTING  
MORGAN@PRAEKELT.COM

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THIS PRIVACY POLICY ("POLICY") GOVERNS THE PROCESSING OF PERSONAL INFORMATION BY PRAEKELT CONSULTING (PTY) LTD ("WE" OR "US") IN CONNECTION WITH THE PRAEKELT CONSULTING'S WEBSITE ("WEBSITE") LOCATED AT WWW.PRAEKELT.COM. YOUR USE OF THE WEBSITE IS SUBJECT TO THIS POLICY. BY USING THIS WEBSITE, YOU SIGNIFY YOUR CONSENT TO PROCESSING OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS PRIVACY POLICY. PRAEKELT CONSULTING MAY AMEND THIS POLICY AT ANY TIME. AMENDED TERMS SHALL BE EFFECTIVE IMMEDIATELY UPON THE POSTING OF THE REVISED POLICY AND ANY SUBSEQUENT ACTIVITY IN RELATION TO THE WEBSITE SHALL BE GOVERNED BY SUCH AMENDED TERMS. IF YOU DO NOT AGREE WITH ANY TERM IN THIS POLICY, PLEASE DO NOT USE THIS WEBSITE.

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## Website of Terms and Conditions of Use

### Acceptable Use:

You agree not to:

- Use our Website or Website services for any illegal purpose, or any other purpose not permitted in these Terms of Use or otherwise authorised on the Website
- Modify, adapt or translate any part of our Website in an unauthorised manner
- Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide our Website (and/or related services) or otherwise attempt to obtain our Website source code
- Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of our Website, including altering any digital rights management functionality of our Website
- Remove or alter any copyright, trademark or other proprietary notice contained on our Website

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- Interfere with or damage our Website or our servers through the use of viruses, bots, Trojans, harmful code, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technologies that cause harm to our Website
- Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity when communicating with Praekelt Consulting
- Collect, manually or through an automatic process, information about other users or our Website
- Submit false or misleading information to us or post material that infringes on a third party's intellectual property
- Engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide our Website
- "Deep link" or frame, inline link or mirror any part of our Website without our written permission
- Engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited communication AND
- Assist or encourage any third party in engaging in any activity restricted by these Terms of Use

If you breach these restrictions, you may be subject to prosecution and damages and/or prohibited from using our Website or benefitting from the Praekelt Consulting services.

## **Third Party Sites:**

Our Website contains links to third-party sites that are not under our control, so we are not responsible for the contents on any linked site or any link contained in a linked site, or any changes or updates to such sites, or your dealings with the owners of such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We encourage you to be aware of when you leave our Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **Representations, Warranties and Disclaimers:**

Except as expressly provided otherwise, our Website and all information, software, documentation, materials, services and publications on our Website are provided "as-is" and on an "as available" basis without warranty of any kind and Praekelt Consulting hereby disclaims all warranties either expressed or implied, including but not limited to, all warranties and conditions of merchantability, fitness for a particular purpose, accuracy, title and non-infringement.

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We do not represent or warrant that our Website and our Website services will be uninterrupted or error-free, that the defects will be corrected, or that our Website or the servers that make our Website available are free of viruses or other harmful components. We do not make any warranties or representations regarding the use of the materials on our Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Except as expressly provided otherwise, you assume all risks concerning the suitability and accuracy of the information on our Website materials, publications and documents. Praekelt Consulting assumes no responsibility for and disclaims all liability for any such inaccuracies, errors or omissions in our website, materials, publications and documents and in any other reference. Applicable law may not allow certain limitations or exclusions on warranties; hence the above limitations shall apply to you to the fullest extent permissible given the applicable law.

In no event will Praekelt Consulting and/or its respective suppliers or agents be liable for any special, indirect, incidental or consequential damages resulting from the use of, or the inability to use, our Website or materials on our Website, even if we have been advised of the possibility of such damages, whether in an action of contract, negligence or delictual action.

## **Indemnification:**

You agree to indemnify and hold us and our employees, representatives, agents, attorneys, affiliates, directors, employees, officers, managers and directors (the “indemnified parties”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“claim”) brought or asserted against any of the indemnified parties: alleging facts or circumstances that would constitute a breach of any provision of these terms of use by you; arising from, related to, or connected with your comments, your use of our Website, including any use by your employees, or your violation of any rights of another. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

## **Representations:**

You represent and warrant to Praekelt Consulting that:

- You have the full power and authority to enter into and perform your obligations under these Terms of Use;

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- Your agreement to be bound by and comply with these Terms of Use do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules;
- These Terms of Use are your legal, valid and binding obligations, enforceable in accordance with their terms and conditions;
- You will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of Praekelt Consulting or any third party in your use of our Website; and
- You will comply with all applicable laws, rules and regulations in your use of our Website, including these Terms of Use.

If you are under the age of 18, you represent and warrant that you have your parent or guardian's permission to use this Website. For purposes herein, 'you' or 'your' shall be any person accessing this Website or utilising any of the services offered by Praekelt Consulting on this Website including the parent(s) or legal guardian(s) of a minor who utilizes the services for the benefit of such minor.

## **User Content:**

Praekelt Consulting may provide interactive areas on the Website, in which you/ other Website users may post communications.

- You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Praekelt Consulting, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Praekelt Consulting Sites. Praekelt Consulting does not control the Content posted via the Praekelt Consulting Site.
- Under no circumstances will Praekelt Consulting be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Website. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all relevant agreements, rules and regulations regarding online conduct and acceptable Content.
- Praekelt Consulting does not claim ownership of any Content submitted and/or posted by you on the Website. However, by submitting and/or posting any Content to the Website, you grant Praekelt Consulting a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to

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incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also permit any Website user to access, display, view, store and reproduce such Content for personal use.

## **Intellectual Property:**

All rights in the Website and the content on the Website including copyright, design rights, database rights, trade marks, patents, inventions, knowhow, source codes and any other intellectual property rights in any of the foregoing are reserved for Praekelt Consulting and/or Praekelt Consulting's content and technology providers.

- The Praekelt Consulting logo displayed is subject to trademark and/or copyright protection. The text, images, graphics, and their arrangement on the Website are all subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution (unless otherwise indicated), nor may these objects be modified or reposted to other websites without written consent.
- The Website may contain further text, images, graphics, that are subject to the copyright of third parties and You agree not to use such materials in a manner that violates the rights of such third parties.
- You may not (and may not authorise another party to): frame or otherwise co-brand the Website (for example, by displaying a name, logo, trademark or other means of attribution) in a manner that is reasonably likely to give a user the impression that You or a third party has the right to display, publish or distribute the Website.
- No license to Praekelt Consulting's intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated.
- You may view, download and print content from the Website for information purposes only.
- You may not modify the paper or digital copies of any materials you have printed or downloaded from the Website.
- You may not use any part of materials on this Website for commercial purposes without obtaining a licence from Praekelt Consulting or their licensors to do so.

## **Unauthorised Access:**

You are not allowed to gain or attempt to gain unauthorised access to any part of the Website. This includes the use of any malicious or damaging software (such as viruses, trojans and worms) in order to gain or attempt to gain unauthorised access to any part of the Website.

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## **Termination:**

We may, in our discretion and without any liability, change, modify, suspend, make improvements to or discontinue any aspect of our Website at any time without prior notice. We may deny you access to all or part of our Website at any time for any reason or no reason at all.

## **Governing Law:**

The Website is governed in accordance with the laws of the Republic of South Africa. Any litigation arising out of or relating to this Agreement must be filed and pursued exclusively in South Africa, and you consent to the jurisdiction of and venue of such courts.

## **Amendments:**

Praekelt Consulting may change these Terms at any time by posting the amended Terms of Use on the Website. All amended Terms are immediately and automatically effective after they are posted on to the Website. Use of the Website shall be governed by such amended Terms. You are advised to regularly check these Terms of Use for any amendments.

## **Retention of Information:**

On receipt of instructions from You, Praekelt Consulting will destroy or delete a record of personal information about You that Praekelt Consulting is no longer authorised to retain. This is subject to certain exceptions such as retaining records that Praekelt Consulting that is required by law to retain. Praekelt Consulting is entitled to retain de-identified information for authorised purposes. In the event that You wish to revoke all consent pertaining to Your Personal Information and/or You would like Praekelt Consulting to remove and/or delete Your Personal Information entirely, You may contact Praekelt Consulting via email to [morgan@praekelt.com](mailto:morgan@praekelt.com).

## **Entire Agreement:**

The Terms of Use constitute the entire agreement between us, superseding any prior agreements between us (including, but not limited to, any prior versions of the Terms of Use).

## **Severability:**

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If any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

## Waiver:

Our failure to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision. Headings are for convenience only.

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Full Name of Organisation	<b>Praekelt Consulting (Pty) Ltd</b>
Legal Status	<b>Private Company incorporated in terms of the Companies Act</b>
Registration Number	<b>2003/025531/07</b>
Place of Registration	<b>South Africa</b>
Directors	<b>GE Praekelt, BJ Van der Walt, RD Thom</b>
Physical Address	<b>44 Stanley, Milpark Johannesburg 2092</b>
Postal Address	<b>Postnet Suite 230, Private Bag X11, Craighall 2024</b>
Physical Address for receipt of legal documents	<b>44 Stanley, Milpark Johannesburg 2092</b>
Telephone Number	<b>0114828684</b>
E-mail address	<b>info@praekelt.com</b>
Website Address	<b>www.praekelt.com</b>
Membership to self-regulatory and/or accreditation bodies	<b>N/A</b>
Description of products and services offered	<b>Designing and creating solutions and systems using technology that transforms businesses</b>
Codes of Conduct applicable to	<b>N/A</b>

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Privacy Policy **[insert URL]**

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