

Terms of Use of Admaths Centre (Pty) Ltd website

General Terms of Use

By using the Admaths website these **Terms of Use** apply to you and you agree to comply with the **Terms of Use**. Please read these **Terms of Use** before using the Admaths website.

Important information

The Admaths Centre (Pty) Ltd is a South Africa registered company that provides web based and personal mathematical training and educational services to individuals (students and learners) and other interested persons. The terms of use set out below apply to this website.

By using the Admaths website these Terms of Use apply to you and you agree to comply with the Terms of Use. Please check the website regularly for changes to these Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website

Nature of website contents

Information contained on the website is intended to serve as general and applicable information on the chosen subjects and not as an exhaustive treatment of those subjects.

Subscribing to any service or buying any product through the website is subject to Admaths' specific contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only, and may be discontinued at any time. The fact that Admaths provides a link to a third party website does not necessarily mean that Admaths endorses, authorises, or sponsors that website, or that Admaths is affiliated to such website's owners or sponsors.

If any third party website, which is not under the direct control of Admaths, can be accessed from a link displayed on the Admaths website, Admaths shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on a Admaths website or any third party website which may be accessed through links provided on the Admaths website is intended as as general information.

Invitation to do business

Unless indicated in writing by Admaths, nothing on the Admaths website shall constitute an offer for sale of any service or product.

If you wish to use the information displayed on the website to purchase any service or product from Admaths, your request to do so shall be regarded by Admaths as an offer to do business with Admaths, which may be accepted by Admaths if it chooses.

The acceptance of your offer will be subject to terms and conditions governing the service or product at the time of the acceptance of the offer.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified Admaths (held Admaths harmless and agree to reimburse Admaths) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

No warranties

While Admaths will take care to provide accurate information on the Admaths website, the information displayed on the Admaths website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, Admaths does not warrant that it is fully appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Admaths website are for your personal and educational use only. You may not -

Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Admaths' prior written authorisation;

- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;

- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Admaths' image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Admaths server (computer), or network connected to any Admaths server, or interfere with any other party's use of the Admaths website;
- Interfere with any content displayed on the Admaths website or attempt or gain unauthorised access (without Admaths' written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Admaths server or any other part of the Admaths information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Admaths website or to gain access to information or any part of the Admaths information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.
- Create a link from another website to the Admaths website, or any of the web pages which constitute the Admaths website, without Admaths' prior written consent;
- Frame the website or any of its pages without Admaths' prior written consent.

Electronic Transactions, Communications, and Records

When you communicate with Admaths by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Admaths. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Admaths satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to Admaths acting on the information communicated to Admaths electronically. You are responsible to ensure that Admaths has received the information communicated electronically.

You acknowledge and consent that Admaths, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Admaths will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Admaths.

User ID and password

If you subscribe to a service or product provided on the Admaths website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying Admaths immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by Admaths or a third party due to someone other than you using your user id and/or password.

Mobile access and use

You may access the Admaths website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Admaths website.

The Admaths website is designed and configured for use by internet browsers which are typically used on computers and not mobile devices. Admaths is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the Admaths website.

While the use of the Admaths website is free of charge after inrolling as a student/learner, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the Admaths website.

Admaths is also not responsible for the communication of any person or confidential information between you and the Admaths website or any electronic communications mechanisms facilitated by the Admaths website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the Admaths website.

The functionality and use of your mobile device is outside of the control of Admaths and Admaths will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

Secure payment system

If any payments are to be made by you to Admaths you will be required to use a payment system authorised (consented to in writing) by Admaths. Admaths shall only use a payment system that is sufficiently secure considering nature of the payment to be made and the risk inherent in making the payment electronically. Admaths accepts liability for any damages that may be suffered to you due to a failure in a payment system authorised by Admaths.

Privacy policy

Your privacy is important to Admaths. Personal information transmitted to Admaths will be treated in accordance with Admaths' Privacy Policy.

No liability

Admaths will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the Admaths website by you.

Except as provided elsewhere, Admaths will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

Warranties provided by you

For all purposes you warrant (confirm) –

Your identity (that is, you are who you say you are), and that you can prove your identity should Admaths require you to do so;

That all information you provide at any time to Admaths using the Admaths website, in writing will in all respects be current, complete, and accurate;

That you will provide to Admaths all material and relevant facts required by Admaths as may be appropriate to any dealings you have with Admaths. If you do not provide the

information, or provide information that is incorrect, Admaths may, at its choice, cancel the agreement or transaction arising from your dealings with Admaths.

Intellectual property rights

The website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to Admaths.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without Admaths or the licensor's prior written consent.

Breach

Admaths reserves the right to -

Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) Admaths is unable to verify or authenticate any information you provide to it;

or (c) Admaths believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place Admaths in disrepute;

Refer any breach to the police if such breach constitutes a crime;

Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

Indemnity

You agree to indemnify and hold harmless Admaths, any member of the Domestix group of companies and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

Jurisdiction and applicable law

Your use of the Admaths website will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Cape of Good Hope Provincial Division).

Any claim arising from –

The use or inability to use the website;

An application for, and the rendering of a service or providing of a product or service is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

Admaths' Consent

To obtain Admaths' consent as provided for in these Terms of Use, please address the request to: info@Admaths.co.za.

Privacy Policy

1. Introduction

1.1 We are committed to safeguarding the privacy of our website's visitors; in this policy we explain how we will treat your personal information.

1.2 By using our website and agreeing to this policy, you consent to our use of cookies.

1.3 We may collect, store and use the following kinds of personal information:

(a) Information about your computer and about your visits to and use of this website (including, your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths).

(b) Information that you provide to us when registering with our website including your email address.

(c) Information that you provide when completing your profile on our website including your name, gender, date of birth, and interests.

(d) Information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters including your name and email address.

(e) Information that you provide to us when using the services on our website, or that is generated in the course of the use of those services including the timing, frequency and pattern of service use.

(f) Information contained in or relating to any communications that you send to us or send through our website

(g) Any other personal information that you choose to send to us.

2. Using your personal information

2.1 Personal information submitted to us through our website will be used for the purposes specified in this policy or on the relevant pages of the website.

2.2 We may use your personal information to:

(a) administer our website and business;

(b) personalise our website for you;

(c) enable your use of the services available on our website;

- (d) send you non-marketing commercial communications;
- (e) send you email notifications that you have specifically requested;
- (f) send you our email newsletter or other material, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (g) send you marketing communications relating to our business, or the businesses of carefully-selected third parties which we think may be of interest to you, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (h) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
- (i) deal with enquiries and complaints made by or about you relating to our website;
- (j) keep our website secure and prevent fraud;
- (k) verify compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service).

2.3 We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

3. Disclosing personal information

3.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.

3.2 We may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any ongoing or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and

(e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

3.3 Except as provided in this policy, we will not provide your personal information to third parties.

4. Security of your personal information

4.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

4.2 We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

4.4 You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

4.5 You are responsible for keeping the password you use for accessing our website confidential; we will not ask you for your password (except when you log in to our website).

5. Amendments

5.1 We may update this policy from time to time by publishing a new version on our website.

5.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

5.3 We may notify you of changes to this policy by email or through the private messaging system on our website.

6. Third party websites

6.1 Our website may include hyperlinks to, and details of, third party websites.

6.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

7. Updating information

7.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

8. Cookies

8.1 Our website uses cookies.

8.2 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

8.3 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

8.4 Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

8.5 We may use both session and persistent cookies on our website.

8.6 Most browsers allow you to refuse to accept cookies.

8.7 Blocking all cookies will have a negative impact upon the usability of many websites.

8.8 If you block cookies, you will not be able to use all the features on our website.

8.9 You can delete cookies already stored on your computer.

8.10 Deleting cookies will have a negative impact on the usability of many websites.