

## Web Site Terms and Conditions

### 1. Introduction

- 1.1 Next@GIBS offers certain self-reflection and personal discovery exercises to help make good decisions along one's career path, whilst also giving information on what courses, events and academic programmes are offered by GIBS.
- 1.2 This Agreement sets out the terms and conditions on which this Web Site is made available to the User by GIBS.

### 2. Acceptance of this Agreement

**This Agreement:**

- **applies to any person who accesses, refers to or uses any part of this web site; and**
- **regulates what you can and cannot do when accessing, referring to, or using any part of this web site and any content and materials on this Web Site.**

**If you do not agree to be bound by this Agreement, you must immediately stop accessing, referring to, or using any part of this web site and any content and material on this web site.**

- 2.1 You agree that by Using this Web Site You will be bound by this Agreement.
- 2.2 If You do not agree to all the terms and conditions of this Agreement You are not permitted to continue to Use the Web Site and agree to immediately cease all Use of the Web Site, failing which You shall be deemed to agree to be bound by all the terms and conditions of this Agreement.
- 2.3 You acknowledge and agree that GIBS may, in its sole discretion, make available Additional Services, subject to GIBS imposing Additional Terms on You. To the extent that GIBS makes available any Additional Services, You agree to be bound by the Additional Terms.
- 2.4 In the event that GIBS makes available Additional Services and You do not agree to all the terms and conditions of the Additional Terms, You shall not continue to Use this Web Site and agree to immediately cease all Use of the

Web Site, failing which You shall be deemed to agree to be bound by all the terms and conditions of the Additional Terms.

- 2.5 You are entitled to print a hard copy, or make an electronic copy of this Agreement. Should you have any difficulty printing or require assistance in obtaining a hard copy or electronic copy of this Agreement or Additional Terms, You must contact Jonathan Cook at [next@gibs.co.za](mailto:next@gibs.co.za).

### 3. Access to the Web Site

**GIBS may issue you with a password to access certain parts of this web site. You agree:**

- **to keep the password secret;**
- **not to allow any other person to use the password; and**
- **to immediately report your compromised password to GIBS.**

- 3.1 Access to certain parts of the Web Site is restricted by the use of passwords. GIBS may, in its sole discretion, assign a password to You. You agree to keep the password assigned to You secret. GIBS reserves the right, in its sole discretion, to revoke Your password at any time and for any reason.
- 3.2 You acknowledge and agree that only You are entitled to use the password to gain access to the Web Site. You are responsible for the safe keeping of the password assigned to You and obliged to immediately report a compromised password to GIBS. The Web Site's administrator may be contacted at [next@gibs.co.za](mailto:next@gibs.co.za).
- 3.3 Subject to clause 3.4 below, you acknowledge and agree that a party may gain access or Use the Web Site using Your compromised password and in such circumstances, such party may gain access to your Personal Information and/or any other information that GIBS may have collected relating to You or that You may have stored via the Web Site.
- 3.4 While GIB will take steps to prevent a party from accessing or Using the Web Site by means of Your comprised password, GIBS provides no representation or guarantee that such steps will in fact prevent party from accessing or Using

the Web Site by means of Your comprised password. You hereby indemnify GIBS to the fullest extent allowed by law against any Loss you may suffer as a result of any party accessing or Using the web Site by means of Your password (whether compromised or not) or any Loss you may suffer as a result of GIBS failing, for any reason whatsoever, to take adequate steps or to take steps timeously or to take any steps at all, to prevent such party from accessing or Using the Web Site by means of Your password.

#### 4. Scope of Permitted Use

**You may only use the web site content for lawful personal and non-commercial purposes.**

**Any other use which has not been expressly approved in writing by GIBS is not allowed.**

**You agree that you are responsible for procuring and maintaining all information technology and telecommunication facilities needed by you to access this web site.**

- 4.1 Subject to the Additional Terms and the further provisions of this Agreement, You agree:
- 4.1.1 to Use the Web Site only within the scope of the Permitted Use;
  - 4.1.2 not to perform, or cause to be performed, any of the Prohibited Acts; and
  - 4.1.3 this Agreement and any restrictions on the Use of the Web Site shall also apply to any part of this Web Site which may be cached when You make Use the Web Site.
- 4.2 Should You wish to perform any of the Prohibited Acts, whether electronically or otherwise, You agree that GIBS's prior written consent is required. An application must be submitted to Jonathan Cook at next@gibs.co.za. GIBS is entitled, in its sole discretion, to withhold or grant such consent and may impose any conditions on such consent granted.
- 4.3 You shall not transfer any rights granted to You in terms of this Agreement to any other person or entity, without the express written permission of GIBS, which GIBS is entitled to withhold in its sole discretion.

- 4.4 You shall not dispute or prevent GIBS from granting the same, similar, additional and/or different rights as those granted to You, in terms of this Agreement, to any other person or entity.
- 4.5 You agree that You are solely responsible for procuring and maintaining all information technology and telecommunications facilities, services and equipment which You may require to Use the Web Site, as may be amended or updated by GIBS from time to time.

5. **Specific provisions on the Use of chat rooms, bulletin boards and discussion forums**

**When using any chat rooms, bulletin boards or discussion forums you agree, *inter alia*:**

- **not to harass, distress or defame any person or to use any obscene, offensive or defamatory language;**
- **not to infringe any party's intellectual property rights;**
- **that GIBS may, without referring to you, edit or remove any content you may post; and**
- **not to market or sell any goods or services through the use of the chat rooms, bulletin boards or discussion forums, without the written consent of GIBS.**

- 5.1 Without derogating from the generality of clause 5 above or limiting any of GIBS' right to exclude or limit its liability in law or in terms of this Agreement, when accessing or using chat rooms, bulletin boards and discussion forums:
- 5.1.1 You indemnify and hold GIBS harmless for any advice, statements or opinions of any nature given through any chat room, bulletin board or discussion forum which You may access or Use on the Web Site;
- 5.1.2 You agree not to harass, distress, inconvenience or defame any person or to use any obscene, offensive or defamatory language, in which respect, you indemnify and hold GIBS harmless, to the full extent of the law, against any claim brought by any party;
- 5.1.3 You agree not to infringe on any parties copyright, trade marks or other proprietary rights, or disclose any confidential information of any party, in

which respect you indemnify and hold GIBS harmless, to the full extent of the law, against any claim brought by any party;

- 5.1.4 You agree that while GIBS reserves the right to edit or remove any content, in its sole discretion, GIBS is unable to exercise editorial control over the content posted, distributed or displayed by You or any other party Using the Web Site and you accordingly indemnify and hold GIBS harmless, to the full extent of the law, against any Loss You may suffer any claim brought by any party; and
- 5.1.5 You agree not to market or sell any product or service without the express written consent of GIBS or attempt to encourage any party to become affiliated with any business, or provide any advice (of any nature).
- 5.2 You agree that GIBS may, in its sole discretion, reproduce, disclose, transmit or publish any data or information transmitted, posted, distributed or displayed by You through the Use of the Web Site, provided that GIBS make reasonable attempts to protect Your identity. In this respect, GIBS provided no representation or warranty that a third-party will not be able to link such information to You.

## 6. Availability of the Web Site

**GIBS does not guarantee the availability of this web site.**

- 6.1 GIBS may, in its sole discretion, at any time and for any reason and without prior written notice to You, suspend or terminate:
- 6.1.1 the availability and/or operation of the Web Site or any part thereof; or
- 6.1.2 the User's right to Use the Web Site or any part thereof.

## 7. Exclusion of liability for Use of this Web Site

**You agree that you use this web site and web site content entirely at your own risk.**

**To the fullest extent permitted by law, GIBS shall not be liable for any type of loss or damage that you may suffer related to, or arising from, your use of this web site and the web site content.**

- 7.1 You agree that You make Use of the Web Site, Web Site Content, the Additional Services and the Exercise "as is" and entirely at Your own risk.
- 7.2 Subject to the provisions of the ECT Act and to the fullest extent permitted by law, GIBS shall not have any liability whatsoever in relation to, and You hereby indemnify GIBS against, any Loss arising from or related to:
- 7.2.1 Your Use of the Web Site, the Web Site Content, the Additional Services and/or the Exercises, or any actions, performance or transactions resulting therefrom; and
- 7.2.2 any unavailability, interruption, downtime, malfunction, or failure of this Web Site and/or the Web Site Content for any period of time and/or for any reason whatsoever;
- even if GIBS has been advised of the possibility or eventuality of the Loss.
- 7.3 To the extent permitted by law, if any of the limitations or exclusions of the liability of GIBS in this Agreement are held by any court or authority of competent jurisdiction to be invalid or unenforceable, in no event will the total cumulative liability of GIBS to the User exceed **ZAR 10 000.00**.
- 7.4 For the purposes of this clause 7 and clause 9 below, any reference to GIBS shall be deemed to also include the employees, officers, directors, representatives, agents, shareholders, affiliates, advisers, service providers, suppliers and content providers of GIBS.

**8. Exclusion of warranties and representations**

**GIBS does not give any warranty or representation relating to this web site or the web site content.**

- 8.1 The Web Site and the Web Site Content are provided "as is" and is subject to change without notice to You.
- 8.2 Subject to the provisions of ECTA, the Web Site and/or Web Site Content are provided without any representation or warranty whatsoever, whether express, implied or statutory, including any representation or warranty as to the usefulness, reliability, operation, integrity, compatibility, availability or

functionality of the Web Site; or as to the operation, accuracy, completeness, integrity, compatibility, availability, functionality or reliability of the Web Site Content or Additional Services.

- 8.3 You shall not rely on any warranty or representation, which allegedly induced You to agree to this Agreement, unless the representation or warranty is recorded in this Agreement.
- 8.4 Notwithstanding anything to the contrary contained in this Agreement or on the Web Site, you agree that the Web Site, the Web Site Content, the Additional Services and the Exercises are provided to You for general information purposes only and you specifically agree that GIBS provides no representation or warranty as to the usefulness, correctness, integrity, reliability, functionality, completeness of the Web Site, the Web Site Content, the Additional Services and the Exercises or that any of the aforementioned will bring about any result.
- 8.5 You also agree that the Web Site, the Web Site Content, the Additional Services and the Exercises are provided to You for the purpose of You undertaking Your own evaluation of, and drawing Your own conclusions on the usefulness, reliability, integrity, compatibility or completeness of the Web Site, the Web Site Content, the Additional Services and the Exercises. Accordingly, you agree that the Web Site, the Web Site Content, the Additional Services and the Exercises are not intended to, and does not, constitute advice or a recommendation of any nature whatsoever, including in respect of any institution, investment, service, product or result.
- 8.6 The grant of any indulgence by GIBS to You in respect of any matter connected to the Use of this Web Site, the Web Site Content and the Additional Services shall not constitute a waiver of any right by GIBS or prevent or adversely affect the exercise by GIBS of any existing or future right in law or otherwise.

## 9. References and links to and from other web sites, products and services

**GIBS does not endorse any products, services or opinions or those of third parties.**

**Should you access any other web site via any link on the GIBS' web site, you agree that GIBS shall not be liable in any way for any type of loss or damage that you may suffer related to, or arising from, your use or attempted use of any other web site or of the products or services of third parties.**

**You may not make any reference to GIBS, this web site or the web site content in such a way that it may be regarded as being affiliated to a third party or to you, or as recommending your products, services or opinions or those of any of third party.**

- 9.1 The Web Site may contain references or links to other web sites and to the products, opinions or services of third parties. Such references or links are not intended to be, and should not be construed as an endorsement, recommendation, or affiliation to such other web sites or the opinions, products or services of third parties.
- 9.2 Subject to the provisions of the ECT Act and to the fullest extent permitted by law, Your use of such other web sites or the products or services of third parties shall be entirely at Your risk and GIBS shall not be responsible for any Loss arising from or related to the reliance on, use or attempted use of such other web sites or the opinions, products or services of third parties.
- 9.3 You shall not make or cause any third party to make any reference to GIBS, the Web Site or the Web Site Content or any other web site or platform, whether by way of a link or otherwise, where such reference could in any way be construed or interpreted as an endorsement, affiliation, or recommendation by GIBS in relation to the User or a third party, or of the services, products or opinions of the User or that of a third party.

## 10. Intellectual Property

**You shall acquire no right, title or interest in or to this web site or the web site content other than those rights of use expressly granted to you in this Agreement.**

- 10.1 You acknowledge and agree that the Web Site and the Web Site Content are protected by law, including, copyright, patent and trade mark law.
- 10.2 You agree that You shall acquire no right, title or interest in or to this Web Site or the Web Site Content other than those rights expressly granted to You in this Agreement.
- 10.3 To the extent that any part of the Web Site or the Web Site Content has been licensed to GIBS or belongs to any third party, Your rights of use shall also be subject to any terms and conditions which such licensor or third party may impose from time to time and You agree to comply with such terms and conditions.

## 11. Privacy and interception

**You agree that GIBS may process your personal information.**

**To the fullest extent permitted by law, you agree to have your communications on this web site intercepted by GIBS or any competent authority.**

**You agree that while GIBS may take steps to protect your identity GIBS cannot guarantee that a third party will not be able to link your personal information to you.**

- 11.1 You agree that GIBS may collect, collate, process or store Your Personal Information for the purposes of providing You with access to the Web Site and the Web Site Content, and/or for the purposes of:
- 11.1.1 providing You with information, which information may include marketing information, on products or services offered by GIBS or parties associated with GIBS;
- 11.1.2 compiling profiles for research and/or statistical purposes and may trade with such profiles and related statistical data. While GIBS will delink Your identity from the data and attempt to ensure that the profiles or statistical data cannot be linked to You, GIBS does not guarantee that third parties may not be able to link such profiles and statistical data to You. You hereby indemnify GIBS against any Loss suffered by You,

arising from or in relation to any third party being able to link such profiles and statistical data to You.

- 11.1.3 GIBS undertakes to protect Your Personal Information to the extent required by applicable law.
- 11.2 GIBS will take all reasonable steps to prevent unauthorised access to or disclosure of Your Personal Information. However, GIBS does not guarantee that the Personal Information shall be 100% secure.
- 11.3 You agree that Your Use of and communications on this Web Site or with GIBS may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 as amended, by GIBS or any other competent authority.

## 12. Variation by agreement in terms of section 21 of the ECT Act

**You agree to be bound by this Agreement:**

- **on your continued browsing of this web site and/or on submission of your password;**
- **in Johannesburg, South Africa.**

- 12.1 You agree:
- 12.1.1 to be bound by this Agreement by virtue of your Use or continued Use of the Web Site and on each subsequent Use of the Web Site;
- 12.1.2 to be bound by this Agreement in Illovo, Johannesburg South Africa;
- 12.1.3 that any communication sent by You to GIBS shall be deemed to have been sent by You from within South Africa; and
- 12.1.4 that any communication sent to You by an information system programmed to operate automatically on behalf of GIBS shall not be a data message (as defined in the ECT Act) attributable to GIBS.

### 13. Disclosures in terms of Section 43 of the ECT Act

**You are entitled to the following information, where applicable, in terms of section 43 of the Electronic Communications and Transactions Act, 25 of 2002.**

13.1	GIBS' telephone numbers, web site addresses and e-mail address.	Tel No: (011) 771-4000 Fax: (011) 771-4122 or 771-4177 E-mail: info@gibs.co.za
13.2	Details of GIBS' membership to any self-regulatory or accreditation body, (if applicable), including the contact details of that body.	GIBS is accredited to offer the MBA by the South African Council for Higher Education.
13.3	In the case of a legal person, the names of its office bearers and place of registration.	

#### 14. Variation of these Terms and Conditions

**No variation of this Agreement shall be enforceable or binding on GIBS unless GIBS has agreed to such variation or amendment in writing.**

**GIBS may vary or amend this Agreement at any time and without notice to You.**

**It is Your responsibility to familiarise yourself with any variations or amendments to this Agreement on each occasion that You access this Web Site.**

- 14.1 Subject to the variations or amendments provided for in terms of clause 14.2 below, no other variation or amendment, in any form whatsoever, of this Agreement shall be enforceable or binding on GIBS unless GIBS has agreed to such variation or amendment in writing.
- 14.2 GIBS is entitled and reserves the right to vary or amend the Agreement from time to time and in its sole discretion. Such amended or varied Agreement will be displayed on the Web Site. On the first occasion on which You access the Web Site after such amended Agreement has been displayed on the Web Site, if You continue to Use this Web Site after having had a reasonable opportunity to review such amended or varied Agreement, the amended Agreement will immediately be deemed to be effective and binding on You.
- 14.3 It is Your responsibility to access, read and familiarise yourself with this Agreement and any amendments or variations this Agreement on each occasion You make Use of this Web Site.

#### 15. Definitions and rules of interpretation

- 15.1 In this Agreement, the following terms shall have the meanings assigned to them, unless otherwise stated or unless the contrary appears from the context:
- 15.1.1 **"Additional Services"** shall mean (without limitation) any information content, products, services, facilities or functionality which may be made

- available by GIBS, through or on the Web Site, in addition to, or for the purpose of supplementing the Web Site Content;
- 15.1.2        "**the Additional Terms**" shall mean any terms and conditions, in addition to those recorded in this Agreement (as may be notified to the User from time to time), applicable to the Additional Services;
- 15.1.3        "**this Agreement**" shall mean this agreement comprising the terms and conditions, as may be amended from time to time, on which GIBS makes the Web Site available to the User;
- 15.1.4        "**ECT Act**" shall mean the Electronic Communications and Transactions Act 25 of 2002, as amended;
- 15.1.5        "**Exercises**" shall mean the activities, exercises, self-assessment exercises, reports, comparisons or tools that You may elect to perform or undertake on the Web Site;
- 15.1.6        "**GIBS**" shall mean the Gordon Institute of Business Science of the University of Pretoria, at 26 Melville Road, Illovo, Johannesburg;
- 15.1.7        "**Loss**" shall mean any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential and however arising;
- 15.1.8        "**You**" shall mean any person who makes Use of the Web Site or any part thereof, including the Web Site Content, Additional Services and Exercises, and "**Your**" shall bear a cognitive meaning, as the context may require;
- 15.1.9        "**the Permitted Use**" shall mean the lawful, fair, personal and non-commercial Use of the Web Site, Web Site Content, Additional Services and Exercises for the purposes of self-discovery and personal reflection along Your Career Path whilst providing You with information on the events, courses and academic programmes offered by GIBS;
- 15.1.10       "**Personal Information**" shall bear the meaning assigned to the term in the ECT Act;
- 15.1.11       "**the Prohibited Acts**" shall mean framing, spoofing, phishing, modifying, distributing, commercialising, commercially exploiting, altering, improving,

- weakening, damaging or manipulating the Web Site and/or the Web Site Content including any manipulation, copying, decompiling or reverse engineering of the Web Site, the Web Site's source code or of the source code of any software or computer program which forms part of the Web Site Content;
- 15.1.12 **"Use"** shall mean any use of, reference to, access to or reliance on, either individually or collectively, the Web Site, the Web Site Content, the Exercises and/or the Additional Services;
- 15.1.13 **"the Web Site Content"** shall mean, either individually or collectively (as the context may require), any information, content, products, services, facilities or functionality made available on or through the Web Site, including any software, icons, text, links, graphics, images, sound clips, trade names, logos, trade marks, service marks and the Exercises and associated reports; and
- 15.1.14 **"Web Site"** shall mean this web site which is made available by GIBS and accessible at the uniform resource locator [www.GIBS.co.za](http://www.GIBS.co.za), and shall include, as the context may require, the Web Site Content, Exercises and Additional Services.
- 15.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 15.3 The clause headings in this Agreement, including the boxed summaries, have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement.
- 15.4 Unless otherwise stated or unless the contrary appears from the context, any reference in this Agreement to the singular includes the plural and *vice versa*, any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.
- 15.5 Where any number of days are prescribed in this Agreement, same shall be reckoned exclusively of the first, and inclusively of the last day unless the last

day falls on a Saturday, Sunday or South African public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or South African public holiday.

- 15.6 References to "writing" or notices "in writing" in this Agreement only includes writing on paper signed in ink by an authorised representative of GIBS and specifically excludes any writing which may be in electronic form. This clause 15.6 shall not apply to clause 11.1.
- 15.7 In the event of any conflict between this Agreement and any Additional Terms and Conditions, the Additional Terms will prevail.
- 15.8 Terms such as "including", "includes" and "included" when following a general statement or terms mean "including but not limited to".
- 15.9 The rule of construction that, in the event of ambiguity, the agreement will be interpreted against the party responsible for the drafting thereof, will not be applicable in the interpretation of this Agreement.

## 16. Miscellaneous matters

### 16.1 Addresses

16.1.1 GIBS's address for the service of any legal notice is:

postal address: P O Box 787602  
Sandton  
2146  
Johannesburg  
South Africa

physical address :26 Melville Road  
Illovo  
Johannesburg  
South Africa

current fax no :+2711771-4122

16.1.2 Notices given to the above addresses shall be deemed to have been duly given :

16.1.2.1 14 days after posting, if posted by registered post to the party's postal address;

16.1.2.2 on delivery, if delivered to the party's physical address;

16.1.2.3 on despatch, if sent to the party's then fax number.

## 16.2 **Disputes and claims**

16.2.1 Any dispute, declared by You, arising out of or in connection with the Use the Web Site or Web Site Content, including after termination, cancellation or amendment of this Agreement, shall be finally settled by arbitration in accordance with the rules of the Arbitration Foundation of South Africa ("**AFSA**"), as amended at the time, or any similar replacement body.

16.2.2 Should GIBS declare a dispute arising out of or in connection with the Use of the Web Site or Web Site Content, including after termination, cancellation or amendment of this Agreement, GIBS reserves the right to pursue settlement of the dispute in a forum of its choice, which shall include but not be limited to, the courts of South Africa.

16.2.3 You agree that GIBS is entitled, but not obliged, to institute any proceedings arising out of or in connection with this agreement in the magistrates' courts.

## 16.3 **Costs**

16.3.1 Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by the User arising out of the Use of or reliance on the Web Site, Web Site Content or a breach of this Agreement by the User shall be borne by You .

16.3.2 Any costs, including attorney and own client costs and value-added tax, incurred by GIBS arising out of a breach of this Agreement by the User shall be borne by You.

## 16.4 **Applicable Law**

This agreement is to be interpreted and implemented in accordance with the laws of the Republic of South Africa.

## 16.5 **Severability**

16.5.1 In the event that any term of this Agreement is found to be invalid, unlawful or unenforceable, such terms shall be interpreted, if possible, to such lesser extent as may be reasonable in the circumstances and accordingly enforced as may be reasonably required by GIBS, failing which, such term shall be severable from the remaining terms of the Agreement, which will continue to be valid and enforceable.