

Terms and Conditions

All references to "the Company", "we", "us" and "our" in these terms and conditions are deemed to refer to MindUnique Education Pty (Ltd), registration number 2015/411625/07, with its registered address at 2 Sixth Street, Linden, Johannesburg, 2195.

All references to "you" and "your" are deemed to refer to any user and/or visitor of www.mindunique.co.za ("Website").

These Terms and Conditions ("the Terms and Conditions") govern your use of the MindUnique Education ("Provider") website.

1. Acceptance of terms

The Company permits the use of this Website subject to the Terms and Conditions ("Terms and Conditions"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distributes Content obtained on the website for marketing and other purposes without the written consent of the Provider.

2. Use of the Website

- a) You may only use the Website if you are 18 years of age or older. If you are under 18, you may use the Website only with the involvement of your parent or legal guardian.
- b) You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of this Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- c) You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- d) You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.
- e) By using this Website or communicating with the Provider by electronic means, the

user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

3. Ownership and copyright

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright by the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

4. Disclaimer

- a) Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.
- b) While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.
- c) All information provided on this website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- d) The Company does not accept any responsibility for any errors or omissions on this Website.
- e) In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied,

that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

5. Linked third party websites

- a) This Website may contain links or references to other websites ("Third Party Websites") outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.
- b) Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

6. Privacy policy

- a) We respect your privacy. Should you decide to make use of our Website, the only personal information that we will require of you is the following –
 - i. your name and surname;
 - ii. your email address;
 - iii. your physical address;
 - iv. contact number.
- b) It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer accurate and complete.
- c) This Website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content. The type of information collected by cookies is not used to

personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note however that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited.

- d) You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- e) The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services, to inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material), and to improve your experience on our Website by, *inter alia*, monitoring statistical non-personal browsing habits, and to transact with us.
- f) The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –
 - i. required in order to comply with applicable law, order of court or legal process served on the Company; and/or
 - ii. disclosure is necessary to protect and defend the rights or property of the Company.
- g) We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- h) We will –
 - i. treat your personal information as strictly confidential;
 - ii. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration,

disclosure or access;

- iii. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - iv. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 - v. upon your request, promptly return or destroy any and all of your personal information in our possession or control.
- i) We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
 - j) If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

7. Limitation of liability

- a) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN, OR INABILITY TO USE, AND/OR UNLAWFUL ACTIVITY ON, THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.
- b) YOU HEREBY INDEMNIFY THE COMPANY AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.
- c) The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider

is expressly advised thereof.

8. Changes to these Terms and Conditions

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

a) Availability and termination

- i. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
- ii. The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

b) Governing Law these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

9. Terms and conditions of sale

a) Sale of Services

- i. These Terms and Conditions of Sale govern the sale of services ("Services") by the Company to you via the Website.
- ii. Once you tick the box labelled "I accept", these Terms and Conditions of Sale form a legally-binding agreement between you and the Company. You may contact us via email at info@mindunique.co.za to obtain a full record of your transaction. We will in any event confirm all your purchase orders with you via email.

b) Payment

Payment can be made via the Website by –

- i. credit card;
- ii. direct bank deposit or electronic funds transfer, in which event, you must make payment within 5 days of placing your order, and the Company will not execute the order until receiving confirmation that payment has been received;

Once you accept these Terms and Conditions of Sale, you will be directed to a link to a secure site for payment of the applicable purchase price for the goods.

c) Privacy

All personal information that you provide to us is subject to our Privacy Policy. However, due to the nature of the Internet, we cannot guarantee that your communications will be free from unauthorised access by third parties. Accordingly, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THIRD PARTIES' UNAUTHORISED ACCESS OF YOUR DATA.

d) Breach

If any party ("Defaulting Party") breaches any of these terms and conditions and fails to remedy such breach within 14 (fourteen) days of receipt of notice to remedy the breach, the aggrieved party shall be entitled to claim specific performance or to cancel this agreement forthwith upon written notice to the defaulting party, without prejudice to its right to recover:

- i. any amounts that may be due to it in terms of this agreement; and
- ii. any loss or damage suffered as a consequence of the breach or the cancellation of this agreement.

e) Governing law and jurisdiction

Our relationship and/or any dispute arising from or in connection with these terms and conditions of sale shall be governed by the laws of the Republic of South Africa. You agree to be subject to the exclusive jurisdiction of the South African courts.

f) Notices

The Company hereby selects 2 Sixth Street, Linden, 2195 as its address for the service of all formal notices and legal processes in connection with these terms

and conditions of sale ("*domicilium*"). You hereby select the address specified on the Goods order form as your *domicilium*. Either party may change its *domicilium* to any other physical address by not less than 7 days' notice in writing to the other party. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –

- i. by hand will be deemed to have been received on the date of delivery;
- ii. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- iii. by telefax before 15:00 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 15:00 or on a day which is not a business day will be deemed to have been received on the following business day; and
- iv. by email will be deemed to have been on the date the email was responded to.

10. General

- a) You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions of sale to any third party.
- b) Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.
- c) If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- d) No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- e) No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show grant or allow to the other ("the grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- f) These terms and conditions of sale, read together with the Terms and Conditions of Use of the Website, the Terms and Conditions of Use of the Forum, and our Privacy Policy contain the whole agreement between you

and the Company and no other warranty or undertaking is valid, unless contained in this document between the parties.

11. Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User 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. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.