

# TERMS AND CONDITIONS OF USAGE

Please read the following Website Legal Notice carefully as it contains the Terms and Conditions of Usage ("Terms & Conditions") of the website of EndCode ("Website") located at [www.endcode.org](http://www.endcode.org) as well as other important legal notices applicable to the end-user accessing the Website ("You").

## General

Your usage of the Website constitutes Your acceptance of these Terms & Conditions of Usage and Your resultant obligations towards EndCode, the owner of the Website. By accessing or using the Website You also represent that You have the legal authority to accept the Terms & Conditions on behalf of Yourself and any party You represent in connection with Your use of any Website. If You do not agree to the Terms & Conditions, You are not authorized to use the Website.

Every effort is made to keep the Website up and running smoothly. However, EndCode takes no responsibility for, and will not be liable for the Website being temporarily unavailable due to technical issues beyond the control of EndCode.

## Amendments

EndCode may change these Terms & Conditions at any time by posting the amended Terms & Conditions on the Website. All amended Terms & Conditions shall immediately and automatically become effective after they are posted on to the Website and any subsequent use of the Website shall be governed by such amended Terms & Conditions. You can easily view when this Agreement was last revised by checking the date as set out below this section. You are advised to regularly check these Terms & Conditions for any amendments.

Any alteration made to the Terms & Conditions will not apply to any dispute between You and EndCode where the dispute arose prior to the effective date of that alteration.

You may terminate this Agreement by ceasing use of the Website if you do not agree to the Terms & Conditions or any alteration thereto. Your continued use of any Website after new and/or altered Terms & Conditions are effective, is evidence of the fact that you have read, understood and agreed to those Terms & Conditions.

## Warranties

The information contained on the Website is provided by EndCode and/or its partners, suppliers or agents without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties that the functions or content contained on the Website will be uninterrupted or error-free, that errors will be corrected, or that EndCode's servers are free of viruses or other harmful components. EndCode does not warrant or make any representation regarding the use or the result of use of the content in terms of accuracy, reliability or otherwise.

You agree to defend, indemnify and hold EndCode, its officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including (and without limitation to) reasonable legal and accounting fees, resulting from, or alleged to result from, Your use of the Website. The EndCode parties shall not be responsible or liable whatsoever in any manner for any content posted on the Website (including claims of infringement relating to content posted on the Website for Your use, or for the conduct of third parties whether on the Website or otherwise relating to the Website).

## Lawful Use

You may not use the Website for any purpose that is unlawful or prohibited by these Terms & Conditions, any applicable additional or amended Terms & Conditions, or any other conditions or notices that are made available on the Website. Unauthorised use of this Website may result in

EndCode instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offense.

### **Links to other Websites**

This Website may include links to other websites. These links are provided for Your convenience for the purposes of providing further information to you. Such links do not signify that EndCode endorses the website(s) linked to. You agree that EndCode shall have no responsibility or bear no liability in relation to the content of the linked website(s). Content hosted on third party websites is the responsibility of those websites, and not of EndCode.

You may not create a link to the EndCode Website from another website or document without EndCode's prior written consent.

### **Intellectual Property Rights**

The EndCode logo displayed is subject to copyright protection. The text, images, graphics, sound files, animation files, video files, 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 (unless otherwise indicated).

The Website may contain further text, images, graphics, sound files, animation files, video files 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 authorize 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 EndCode intellectual property or the intellectual property of third parties has been granted to You unless otherwise indicated.

### **No Attorney-Client Relationship**

Using the Website or sending us an email or contacting or communicating with us in any way, does not create an attorney-client relationship between You and any member of EndCode. In particular but without limitation, use of any of the Website's sources or downloadable documents does not constitute legal advice nor does it create an attorney-client relationship.

### **Data Collection**

EndCode is entrusted with responsibly handling the information and data that it collects through the Website and agrees to use Your personal information in accordance with the Privacy Policy, the Terms & Conditions set out herein and the Protection of Personal Information Act of 2013 as it may apply. You can find the link to the Privacy Policy here \_\_\_\_\_(link)

### **Jurisdiction**

This Website Legal Notice will be construed and interpreted in accordance with the laws of the Republic of South Africa. You consent to the jurisdiction of the High Court of South Africa for the adjudication of any legal dispute between EndCode and You.

If any provision of these Website Legal Notice is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Website Legal Notice, which shall remain in full force and effect.

The Website is controlled and offered by EndCode from its facilities in South Africa. EndCode makes no representations that the Website is suitable or available for use in other countries. If you are accessing or using any Website from other countries or jurisdictions, you do so at your own risk, and you are responsible for compliance with local law.

## INFORMATION AND WEBSITE COMPLIANCE

The following table contains further information on EndCode and represents the information that must be provided by EndCode to You in compliance with Section 43 of the Electronic Communications and Transactions Act. You are advised to regularly check this section of the Legal Notice for any amendments or updates.

Full Name	EndCode (Pty) Ltd
Legal status	Private company (Pty) Ltd.
Registration Details	2014/118528/07
Place of Registration	South Africa
Directors	Pria Chetty, Komeszni Patrick
Physical Address of EndCode	35 Ballyclare Drive, Ballyoaks Office Park, Silky Oak House, Bryanston, Johannesburg South Africa
Postal Address	35 Ballyclare Drive, Ballyoaks Office Park, Silky Oak House, Bryanston, Johannesburg South Africa
Telephone number	+211 463 4594
E-mail address	base@endcode.org
Website address	www.endcode.org
Membership of self-regulatory and/or accreditation bodies	None
Description of products and services offered by EndCode	Technology Law Advisory Services to Africa
Codes of Conduct applicable to EndCode	NA
Full price of goods or services	To be agreed upon between EndCode and client
Manner of payment	EFT

Terms of Agreement	Can be accessed and downloaded from the website <a href="http://endcode.org">endcode.org</a> or upon email to <a href="mailto:base@endcode.org">base@endcode.org</a> in a downloadable PDF format, which the consumer may also save to his or her PC
Time for rendering of services	To be agreed upon between EndCode and client
Manner and period consumers can access and maintain a full record of the transaction	Contact <a href="mailto:base@endcode.org">base@endcode.org</a> or your contact person at EndCode. Available for a 1 year period
Return, exchange, refund policy	NA
Alternative dispute resolution code that EndCode subscribes to and where to access it	ACSA
Security Procedures and Privacy Policy	Can be found on the website <a href="http://www.endcode.org">www.endcode.org</a>
Minimum duration of agreement for recurrent services	To be agreed upon between EndCode and client
Rights of Consumers in terms of Section 44	A consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of services within seven days after the date of the conclusion of the agreement. The only charge that may be levied on the consumer is the direct cost of returning the goods. If payment for the goods or services has been effected prior to cancellation the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.

Last revision date of Information & Website Compliance: 05 December 2019