



SANTS
PRIVATE HIGHER EDUCATION INSTITUTION
TAKING EDUCATION TO THE PEOPLE

SANTS WEBSITE TERMS & CONDITIONS

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1. Glossary of terms and abbreviations

- 1.1. In these Terms, the following words shall bear the meanings ascribed to them below, and cognate expressions shall bear the corresponding meanings:
- 1.1.1. “Electronic Communications and Transactions Act” refers to Electronic Communications and Transactions Act 25 of 2002;
- 1.1.2. “Intellectual Property” refers to all intellectual property rights, including but not limited to patents and patent applications; trade marks, trade names, designs, brand names, brand marks, trade dress rights, domain names, together with the goodwill associated with any of the foregoing, including applications, registrations and renewals thereof, copyrights and works of authorship, proprietary, confidential or non-public information, processes, designs, drawings, specifications, formulae, databases, models, methods, research and development, know-how, trade secrets, technical data and other technical proprietary information;
- 1.1.3. “Privacy Policy” refers to the SANTS Privacy Policy which can access using the following link **[insert]**;
- 1.1.4. “SANTS” refers to SANTS Private Higher Education Institution;
- 1.1.5. “Site” refers to the SANTS website, MySANTS Student Portal, Moodle Learning Management System, MySANTS mobile application or any other such application as may be available in the future and if inferred from the context, may also include any other website or part thereof, accessed through a link to SANTS’ website or Moodle Learning Management System and shall include, but is not limited to, any SANTS social media websites such as Facebook, LinkedIn, X or any such Site;
- 1.1.6. “Terms” refers to terms and conditions of use;
- 1.1.7. “Third Party Platforms” refers to any third-party websites, advertisers, services and/or platforms that are not owned or controlled by SANTS;
- 1.1.8. “User-Generated Content” refers to any material and content, including not limited to, text, images and videos, created, uploaded or otherwise provided by any third party on or through the Site and available on or through the Site; and
- 1.1.9. “You” refers to the user or viewer of the Site, and “Your” shall have a corresponding meaning.

2. General

- 2.1. These Terms set out the general terms and conditions of use of the Site. By using the Site, You accept these Terms and You agree to be bound and abide by them.

- 2.2. In addition to these Terms, Your use of the Site is also subject to any additional agreements, policies, procedures or guidelines posted on the Site from time to time, including the Privacy Policy ("Additional Terms"). The Additional Terms are hereby incorporated by reference into these Terms.
- 2.3. Before using the Site, please read this Terms in detail and ensure that You are aware of our limitation of liability (specifically detailed in clause **Error! Reference source not found.**).
- 2.4. The Site and all content provided on or through the Site is provided "as is" and has not been assembled or provided with the intention of meeting Your specific needs. SANTS makes no representations or warranties whatsoever, express or implied, as to the suitability, useability or functionality of the Site. As a user, it is Your responsibility to ensure before using this Site that the services offered by it will meet Your individual requirements and are compatible with Your hardware and/or software.
- 2.5. No extension of time or waiver or relaxation of any of the provisions or terms of these Terms shall operate as an estoppel against a party in respect of its rights under these Terms.
- 2.6. No failure by any party to enforce any provision of these Terms shall constitute a waiver of such provision or affect in any way such party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 2.7. If any term or provision of these Terms are found to be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms.

3. Age Restrictions

- 3.1. Access to the Site is restricted to individuals under the age of 18 unless parental or guardian consent is provided. If You are under 18, Your parent or guardian must consent to Your use of the Site and accept these terms on Your behalf. By doing so, SANTS is indemnified from any liability, including issues arising from inaccurate information provided by You or someone acting on Your behalf in relation to age verification on this Site.

4. Liability

- 4.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, SANTS is not responsible for any damage, loss, or liability of any kind, however arising, that may arise from using or being unable to use the Site, its services, or the content provided on or through this Site, including Third Party Platforms accessed through the Site. Furthermore, SANTS makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the Site is free from errors or omissions, malicious content or viruses, or that access to the Site will be uninterrupted and error free.

- 4.2. SANTS, or any other party involved in the operation of the Site, including directors, employees, and shareholders, shall not be held liable for any loss or damage suffered by You or a third party in respect of any matter relating the Site, including, but not limited to, direct, indirect, punitive, or consequential damages, loss of income, profits, goodwill, data, contracts, use of money, or damages arising from business interruption. This clause 4.2 applies whether any such loss or damage is based on negligence, contract, or any other legal theory and includes, but is not limited to, any loss or damage caused by viruses that may infect Your computer equipment, software, data, or other property due to accessing, using, or downloading materials from the Site or Third Party Platforms through the Site and any downtime of the Site.
- 4.3. You hereby agree to indemnify and hold SANTS and its affiliates and harmless against any liabilities, whether actual or potential, that arise from actions or claims brought against SANTS by any person:
 - 4.3.1. due to an actual or alleged breach of law by You, or any other actions or claims related to Your use of the services provided by SANTS to You; and
 - 4.3.2. Related to or arising from Your violation or infringement of the provisions of these Terms.

5. Security

- 5.1. All reasonable steps will be taken to secure Your information provided on the Site. However, You will be responsible for any and all access to the Site with your information, including but not limited to your username, password and other log-in credentials.
- 5.2. You should not divulge Your usernames, passwords or any other log-in credentials to any other person. SANTS will not be liable for any claims, loss or damage related to, or arising from, Your failure to protect the confidentiality of Your username, password and other log-in credentials.

6. Service Access

- 6.1. The Site may have downtime from time to time and access to the Site may be temporarily suspended without prior notice due to, amongst other things, system failures, maintenance, repairs, or circumstances beyond SANTS' control. SANTS will not be liable for any claims, loss or damage incurred as result of the Site being unavailable for any reason or period of time.
- 6.2. SANTS may suspend Your right to access or use the Site and any services offered by SANTS on or through the Site immediately, without notice, without liability, and without prejudice to its rights contained in these Terms or any applicable law if SANTS determines that:
 - 6.2.1. Your use of the Site and/or any services offered by SANTS on or through the Site poses a security risk to the Site or any third party; or

- 6.2.2. Your use of the Site and/or any services offered by SANTS on or through the Site could adversely impact the Site.

7. Information on this Site

- 7.1. Information, ideas and opinions expressed on the Site should not be regarded as professional advice or the official opinion of SANTS. Users must seek advice prior to taking any action based on the contents of this Site.
- 7.2. SANTS has not certified that the content on the Site is suitable for any specific purpose or for any user, except as a general reference. The Site may not disclose all risks associated with its content or subject matter. You should not rely on the Site's content for professional advice, including but not limited to business, financial, investment, trading, or other advice, or as a basis for making any investment, transactional, or similar decisions without first consulting Your preferred professional or business advisors, who may include attorneys, tax advisors, accountants, and investment advisors. No information or data on this Site constitutes an offer to engage in business that, upon acceptance, would form a contract. It serves only as an invitation to engage in business. Sending a data message to this Site or its owners does not establish any agreements. Valid agreements require acknowledgment of receipt of an offer received from SANTS, subject to the provisions of section 11 of the Electronic Communications and Transactions Act.
- 7.3. SANTS has no duty to take action in respect of how You may interpret and use any material, information ideas and opinions provided and expressed on the Site, or any action You may take based thereon, and You hereby indemnify and hold SANTS, and its affiliates, harmless against any liability, whatsoever, howsoever arising, related to or arising from such interpretation, use or actions by You.

8. User-Generated Content and Conduct

- 8.1. Any use of User-Generated Content by You other than for private, non-commercial research or study is strictly prohibited.
- 8.2. You are prohibited from posting or transmitting to or from the Site, any material:
 - 8.2.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 8.2.2. for which You have not obtained all necessary licences and/or approvals; or
 - 8.2.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

- 8.2.4. which may cause technical harm, such as computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data, (together “Inappropriate User-Generated Content”)
- 8.3. SANTS shall fully co-operate with any law enforcement authorities or court order requesting or directing SANTS to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.
- 8.4. SANTS does not undertake to actively monitor any forums, including but not limited to Facebook, X, LinkedIn, and any similar forums that may be present on the Site, for Inappropriate User-Generated Content. You agree that SANTS bears no responsibility and assumes no liability, whatsoever, howsoever arising, if it chooses, at its sole discretion, to edit, restrict, or remove User-Generated Content (including User-Generated content created by You) from time to time.

9. Intellectual Property and Restrictions of Use

- 9.1. The content on the Site (the “Site Content”), including text, design, layout, graphics, organization, magnetic translation, digital conversion, data, other related information and the Intellectual Property created, developed, subsisting or used in or in connection with the Site is owned by or licensed to SANTS and protected by applicable intellectual property laws. Reproduction, distribution, publication, or any other use of the Site Content, in whole or in part, except as outlined in clauses 9.1.1 to 9.1.3, is strictly prohibited. Subject to applicable intellectual property laws and the extent necessary, You are granted a non-exclusive, non-transferable, revocable license to:
- 9.1.1. access and use this Site strictly in accordance with these Terms;
- 9.1.2. use this Site solely for personal, non-commercial and lawful purposes; and
- 9.1.3. download, copy, print screen, use, save or print out information from the Site solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.
- 9.2. The Site includes certain third-party materials and Intellectual Property (“Third Party Intellectual Property”). All Third-Party Intellectual Property is, in addition to these Terms, governed by the relevant third party’s own terms and conditions. SANTS takes no responsibility for and makes no representations or warranties in respect of the Third-Party Intellectual Property.
- 9.3. You are strictly prohibited from copying, republishing, distributing, adapting, modifying, altering, decompiling, decrypting, reverse engineering, or attempting to derive the source code of or create a derivative work of the Site or Site Content.

10. Interactive Online Forums

- 10.1. The access and use of any online forum available on the Site, shall be governed by the guidelines for Online Conduct (see clause **Error! Reference source not found.** below) in these Terms.

11. Links to and from Other Sites

- 11.1. You may not create a link to this Site from a third-party site or document without SANTS' prior written consent.
- 11.2. The Site may contain links to Third Party Platforms, links to any Third-Party Platforms on the Site are provided solely for Your convenience. If You use these links, You leave the Site. SANTS has not reviewed all the Third-Party Platforms. SANTS does not control and is not responsible for these websites or their content or availability. SANTS therefore does not endorse, make any representations provide any assurance or assume any responsibility for such Third-Party Platforms, or the information, materials, products or services provided on such Third-Party Platforms. Should You access any Third-Party Platform using the Site, You do so at your own risk. SANTS will not be liable to You or any party for any claims, loss or damage whatsoever, howsoever arising, resulting from the use of any such Third-Party Platforms or reliance on any information found on such Third-Party Platforms or any websites accessible through them.

12. Variation of Terms

SANTS reserves the right to update these Terms or information presented on the Site at any time and will post notice of any changes online and unless otherwise provided, all such updates will be effective immediately and apply from the time such updates are posted. By continuing to access the SANTS Site after such modifications have been posted, You agree to abide by them. If You do not agree with any of these changes, You must stop using the SANTS Site immediately.

13. Guidelines for Online Conduct

- 13.1. You agree to use the Site in accordance with all applicable laws.
- 13.2. SANTS upholds the constitutional right to freedom of speech and encourages vigorous intellectual debate. Your exercise of free speech is governed by the provisions of the Constitution.
- 13.3. You agree not to post any advertisements or engage in any form of commercial solicitation, including spamming, anywhere on the Site.
- 13.4. You agree not to post any content that contains, or otherwise introduce any viruses, spyware or other harmful items anywhere on or to the Site.

- 13.5. SANTS reserves the right to remove content, restrict access, or take other actions deemed appropriate by SANTS against any content that violates these Terms.
- 13.6. If a third party claims that any material You have contributed to the Site is unlawful, You are responsible for demonstrating that the material complies with all applicable laws.
- 13.7. You agree that You will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent Your identity while using the Site.
- 13.8. You agree that You will not restrict or inhibit any other user from using and enjoying the Site.
- 13.9. You agree not to gain unauthorised access to, damage or disrupt any part of the Site or any server, computer or database connected to the Site.
- 13.10. You agree not to engage in any conduct that may harm or expose SANTS and/or other users of the Site to liability.
- 13.11. You agree to maintain the confidentiality of Your account and password, if applicable, and to restrict access to Your computer. You also agree to accept responsibility for all activities conducted under Your account or password.
- 13.12. SANTS respects the Intellectual Property rights of others. If You believe that Your copyright has been infringed on a Site hosted by SANTS, please notify us at: info@sants.co.za. Upon receiving such notice and confirming the copyright infringement, SANTS will make all reasonable efforts to remove the infringing content and notify the person responsible for posting it about the removal and the reasons behind it.

14. Term and termination

- 14.1. These Terms shall constitute a binding agreement between You and SANTS, with effect from when You first accesses the Site and remain in effect indefinitely, unless terminated by SANTS for any reason.

15. Applicable and Governing Law

- 15.1. This Site is hosted, controlled and operated from the Republic of South Africa, and South African Law governs the use or inability to use this Site and these Terms. South African courts have jurisdiction in the event of a dispute of any nature whatsoever arising between parties.

16. Contact Information

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13 Umgazi Street
Menlo Park
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0081
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