

## Terms and Conditions for the use of the North-West University website

Accessing any pages on this website implies that you ("the user") agree to the following terms and conditions of use of this website.

### 1 Copyright

- 1.1 **Copyright 2004© North-West University** ("the University"), Private Bag X1290, Potchefstroom, 2520, South Africa. All rights not expressly granted are reserved. To obtain permissions for the use of any content on these sites contact the Institutional Registrar at +27 18 299-4917 or send an email to the [Institutional Registrar](#).
- 1.2 You may download, view and print content from the NWU website for lawful purposes only.
- 1.3 All moral rights of NWU and its employees, agents and students are reserved.

### 2 Disclaimer

- 2.1 Whilst every effort has been made by the North-West University and its suppliers of information, to ensure the proper performance of this website, the accuracy of the information or images and the reliability of the data on this website, its affiliated companies, suppliers, or any of their employees, do not guarantee the availability of services, content and information offered on this website or the accuracy of the information and/or images on this website.
- 2.2 Subject to the provisions of the Electronic Communications and Transactions Act, the NWU shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability of this website or the services or content provided through this website. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the information and/or images contained on this website, and the services are thus used at your own risk. In particular we make no warranty that the services will meet your requirements, are uninterrupted, complete, timely, and secure or error free. Users are encouraged to report any possible malfunctions to the person referred to in clause one.
- 2.3 Neither the University nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into an agreement with the University that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 2.4 Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of the North-West University.
- 2.5 The North-West University cannot be held liable for illegal or unconstitutional content. The user indemnifies North-West University from all liability in this regard.

### 3 Indemnification

- 3.1 You indemnify and hold us harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages of all and every kind (including direct, indirect, special or consequential damages), whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services and/or information offered on this website, or the use of the services, information and/or images available on this website, whether due to our negligence or not.

### 4 Usage

- 4.1 You may only use the website for lawful purposes and you warrant that you shall not:
- 4.1.1 use the website to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;
  - 4.1.2 use the website for the transmission of "junk mail", "spam" or "chain letters";
  - 4.1.3 other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from the North-West University.
- 4.2 Persons using the North-West University website for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of North-West University when accessing the website.
- 4.3 This website is intended to provide the user only with information regarding North-West University and the services and programmes it offers.
- 4.4 Without derogating from the foregoing, North-West University hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that:
- 4.4.1 such content is used for information and/or non-commercial purposes only; and
  - 4.4.2 any reproduction of the content of this website, or portion thereof, must include the following copyright notice: **©North-West University 2004. All rights reserved.**
  - 4.4.3 Users that wish to use content from this site for commercial purposes may only do so with prior written permission from North-West University.

### 5 Privacy policy

- 5.1 If the website of the North-West University collects private information from users, such information shall not be disclosed to any third party unless agreed upon between the parties or through due legal process.
- 5.2 The North-West University is committed to respecting the privacy of your personal data. We strive at all times to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

### 6 Security

#### 6.1 Unauthorised access and malicious coding

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and in the event that North-West University should suffer any damage or loss, civil damages will be claimed.

## 6.2 Cookies

We may store some information (commonly known as a "cookie") on your computer when you visit our website. This enables the University to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully). Apart from merely establishing basic connectivity and communications, the University may also use this data in aggregate form to customise our web information - tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will, however, cause certain features of the website not to be accessible or not to work properly.

## 6.3 Security of personal data

All reasonable steps will be taken to secure a user's information. Users undertake not to divulge their user name and passwords to any other person. The North-West University aims to protect the confidentiality, integrity and availability of your personal information. Please note that the University cannot be responsible for the privacy policies and practices of other websites you may access using links from this website. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions.

## 7 Electronic communications

- 7.1 By using this website or communicating with North-West University by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy any legal requirement, including, but not limited to, the requirement that such communication should be in writing.

## 8 Intellectual property rights

- 8.1 All the content, trademarks and data on this website, including text, graphics, icons, hyperlinks, private information, databases, software, designs and agreements, are the property of the University and as such are protected from infringement by local and international legislation and treaties.
- 8.2 As the user you acknowledge that we own the intellectual property rights in and to this website, and all services or information contained herein, and that the unauthorised use thereof is expressly prohibited. All associated names, logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are trademarks of the North-West University.

## 9 Linking and framing

- 9.1 No person, business or website may link to any page on this site without the prior permission of the University. Such permission could be obtained from the person referred to in clause 1 of this document.
- 9.2 North-West University may provide links to other websites only as a convenience to the user and the inclusion of any link does not imply the University's endorsement of such sites.
- 9.3 Hyperlinks provided on this site, if any, are provided "as is" and the University does not necessarily agree with or sponsor the content on such web pages.
- 9.4 No person, business or website may frame this site or any of the pages on this site in any way whatsoever.
- 9.5 Linked websites or pages are not subject to the control of the North-West University. The University shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

## **10 Agreements in terms of the Electronic Communications and Transactions Act**

- 10.1 No agreements shall be concluded without a valid agreement that requires the acknowledgement of an offer or receipt from the University. A data message send to this website or its owners does not constitute a valid agreement.
- 10.2 No email message shall have been deemed to have been received by the University without a written response issued by the University. An automated response from the University shall not satisfy this requirement.

## **11 Searching technology**

- 11.1 No person, business or website may use any technology to search and gain any information from this site without the prior written permission of the University. Such permission could be obtained from the person referred to in clause 1 of this document.
- 11.2 The use of search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from this website is not permitted. Such technology can result in slowing down this website’s server or copyright infringement of any data and information available from this website.

## **12 Changes and amendments**

- 12.1 North-West University expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice.
- 12.2 The University reserves the right to change and amend the information, prices and rates quoted as well as the terms and conditions on this website without any notice.

## **13 Severability**

- 13.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.
- 13.2 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.
- 13.3 These terms and conditions, as varied by us from time to time, constitute the sole agreement between you and ourselves.
- 13.4 These terms and conditions shall be for the benefit of the North-West University and may be waived by us in our discretion.

## **14 General**

- 14.1 These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts. Application for any of the products or services offered on this website or pages shall constitute the user’s 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 the terms and conditions pertaining to this website or such products or services.
- 14.2 This site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law shall govern any action in terms of the use or inability to use this site.

## 15 Contact Information / Domcilium Citandiet Et Executandi

15.1 The University may be visited or contacted at the following address:

**Postal address:**

North-West University  
Institutional Office  
Private Bag x1290  
Potchefstroom  
2520  
South Africa

Tel: +27(018) 299-4897  
Fax: +27(018) 299-4910

**Physical address:**

North-West University  
Institutional Office  
Building C1  
53 Borchard Street  
Potchefstroom  
2531  
South Africa

**Website: [www.nwu.ac.za](http://www.nwu.ac.za)**

Original details: Elmarie Engelbrecht  
4 June 2013