

# **SOUTH AFRICAN INSTITUTE OF COMPUTER SCIENTISTS AND INFORMATION TECHNOLOGISTS**

## **WEBSITE TERMS AND CONDITIONS OF USE**

**PLEASE READ THESE TERMS CAREFULLY AS USE OF THIS WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 These terms and conditions as amended from time to time ("**Terms**") govern your use of our website located at <https://www.saicsit.org/> ("**Website**"). They form a binding agreement between you and the South African Institute of Computer Scientists and Information Technologists ("**SAICSIT**").
- 1.2 By accessing and using the Website, you confirm that you have read and understood these Terms and that you agree to be bound by them. If you do not wish to be bound by the Terms, you may not access or use our Website or display, download and/or otherwise copy or distribute the content of our Website.

### **2. AMENDMENTS TO TERMS**

- 2.1 SAICSIT reserves the right to amend these Terms from time to time at its sole discretion and without notice to you. Changes to these Terms will become effective upon such changes being posted to the Website.
- 2.2 It is your obligation to periodically check these Terms at the Website for changes or updates. Your continued use of the Website following the posting of changes or updates will constitute acceptance on your part to abide by and be bound by these Terms, including such changes or updates.

### **3. SERVICES REFERRED TO ON THE WEBSITE**

- 3.1 SAICSIT's services are described on the Website. Should you wish to engage SAICSIT's services and/or enter into a relationship with SAICSIT, such services will be subject to their own additional terms and conditions.

### **4. WEBSITE CONTENT AND DISCLAIMER**

- 4.1 The information and content contained on, or accessible from, the Website, is intended and produced for general information purposes only and should not be relied upon as specific advice of any kind (whether professional, financial,

technical or otherwise). Neither the content nor any services offered by us through the Website are intended to be relied upon as a professional diagnosis of your or your specific circumstances.

4.2 In addition, the information contained on the Website may contain errors or inaccuracies, may be incomplete and/or out of date, and you should make your own independent investigations as to the accuracy of such information.

4.3 While SAICSIT makes every effort to ensure that the information on the Website is accurate and free from errors, SAICSIT expressly does not make any warranty, representation or guarantee as to, without limitation, the quality, accuracy or fitness for purposes of any information, nor does it accept any responsibility for any erroneous, inaccurate, omitted, outdated or any inconsistent information on the Website. You hereby acknowledge that the Website is provided "**as is**" and that your use of and/or reliance on any of the information on the Website is at your sole risk.

4.4 SAICSIT also expressly does not warrant or represent that the Website will be free from, without limitation, technical faults, viruses, malfunctions, interruptions, downtimes, errors and/or viruses or other harmful components and accepts no responsibility for any losses arising from any of these. You are encouraged to notify SAICSIT of any defects, errors or omissions on the Website, though SAICSIT reserves the right, in its sole discretion, to correct any such defects, errors or omissions.

4.5 You hereby indemnify SAICSIT and its officers and employees against any loss, damage or liability to you or any other person resulting directly or indirectly from your use of the Website, or any aspect thereof, or any other website accessible from the Website, or your inability to use the Website, or any aspect thereof, however such loss, damage or liability may occur and whether such loss, damage or liability is financial, personal, consequential, incidental or otherwise.

## 5. **LINKS TO OTHER WEBSITES**

5.1 Any links on the Website to other websites are provided for convenience only and shall not be regarded as an endorsement on SAICSIT's part of those websites, their owners or any information provided on those websites. SAICSIT is not responsible for the content of third-party websites and has no control over them.

5.2 Accessing third party websites will be entirely at your own risk and you agree that SAICSIT, its officers and employees shall not be liable for any damage or loss, of whatever nature and howsoever caused, that you or your business may suffer as a result of your accessing such websites from this Website.

## 6. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS:**

6.1 The Website contains and consists of works in which intellectual property rights exist, including, without limitation, trade marks, literary works and artistic works (collectively "**the Works**").

6.2 Such intellectual property rights belong to SAICSIT, its affiliates, or any third party owners of such rights (collectively "**the Owners**") and nothing in these Terms or on the Website constitutes an assignment of or licence to use the Works. All rights in and to the Works are reserved and retained by the Owners.

6.3 You may not copy, reproduce, download or otherwise use any Works in any manner whatsoever for any commercial purposes without the relevant Owner's prior written consent.

6.4 You may not establish a hyperlink, frame, meta-tag or similar reference, whether electronically or otherwise ("**linking**") to the Website, or any of its subsidiary pages, without SAICSIT's prior written consent.

6.5 Irrespective of the existence of copyright, you acknowledge that SAICSIT is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

## 7. **MATERIALS AND CONTENT PROVIDED BY YOU AND ACCESS TO WEBSITE**

7.1 You warrant that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

7.2 Where you are permitted to upload, post or insert material onto the Website, you agree to only upload, post or insert material that is proper. Without

derogating from the generality of the foregoing, you agree that you will not (without limitation):

- 7.2.1 publish, post or upload on the Website any defamatory, infringing, obscene, indecent or unlawful material or information;
- 7.2.2 publish, post or upload on the Website any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- 7.2.3 advertise or offer to sell or buy any goods or services for any business purpose, unless SAICSIT has specifically allowed such messages or material.
- 7.3 SAICSIT does not claim ownership of the materials you provide to SAICSIT (including feedback and suggestions) or post, upload, input or submit to the Website (collectively "**your Materials**"). However, by posting, uploading, inputting, providing or submitting your Materials, you automatically grant to SAICSIT, its affiliates and necessary sub-licensees a royalty-free, perpetual, irrevocable, exclusive right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display your Materials (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content.
- 7.4 By posting, uploading, inputting, providing or submitting your Materials you warrant and represent that you own the rights in or are licensed to use your Materials including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your Materials on the Website and you hereby hold harmless and indemnify SAICSIT and its officers and employees from and against any claims, damages and losses arising from your Materials on the Website.
- 7.5 You acknowledge that, unless otherwise agreed, SAICSIT is not obliged to publish your Material and reserves the right to remove or edit, at its sole option and without prior notice, any materials and content posted, uploaded, inputted or submitted to the Website.
- 7.6 SAICSIT reserves the right, in its sole discretion, to terminate your access, to all or parts of the Website at any time and without prior notice.

## 8. SECURITY

- 8.1 In order to ensure the security and reliable operation of the services to all SAICSIT users, SAICSIT hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 8.2 You may not utilise the Website in any manner which may compromise the security of SAICSIT's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should SAICSIT suffer any damage or loss, damages shall be claimed by SAICSIT against the user.
- 8.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by SAICSIT and its affiliates, agents and/or partners.

## 9. GOVERNING LAW AND JURISDICTION

- 9.1 The Website is controlled, operated and administered by SAICSIT from within the Republic of South Africa. SAICSIT makes no representation that the Website, or any aspect thereof, is appropriate, lawful or available for use in other territories. If you access this Website from locations outside of South Africa, you are responsible for compliance with all local laws. You may not use this Website in violation of South African laws and regulations.
- 9.2 These Terms shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court of South Africa in the event of any dispute.
- 9.3 If any provision of these Terms is 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 the remainder of these Terms shall continue in full force and effect. These Terms

constitute the entire agreement between you and SAICSIT with regard to the use of the Website.

#### 10. **CONTACT DETAILS, QUERIES, COMPLAINTS**

10.1 In the event of any complaint or queries relating to this Website you may contact SAICSIT using the '*Contact Us*' link on the Website.

These Terms were most recently updated on 08 October 2020.