

## Website Terms of Use

### 1. Website terms and conditions of use

- 1.1. This document sets out the terms and conditions (“Terms”) of Qwertí a division of Vox Telecommunications (Pty) Ltd trading as “Vox” or “Vox Telecom” (“Vox”) pertaining to the access and use of the information, products, services, and functions provided on [www.qwertí.co.za](http://www.qwertí.co.za) (“Website”).
- 1.2. Should any person that accesses the Website (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
- 1.3. If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission, and consent to be bound by these Terms before purchasing any products or services.
- 1.4. Qwertí reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Vox from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5. If there is anything in these Terms that you do not understand, then please [contact us](#) as soon as possible. Please note that calls may be monitored for training, security, and quality assurance purposes.

### 2. Content of the website

- 2.1. Qwertí reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2. Qwertí reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.
- 2.3. Qwertí may use the services of third parties to provide information on the Website. Qwertí has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. The user agrees that such information is provided “as is” and that Qwertí and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise.
- 2.4. Qwertí makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
  - 2.4.1. Qwertí does not warrant that the Website or information or downloads shall be error-free or that they shall meet any criteria of performance or quality. Qwertí expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy;
  - 2.4.2. whilst Qwertí has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is

given that any files, downloads, or applications available via this Website are free of viruses, or any other data or code which can corrupt, damage, or affect the operation of the user's system; and

- 2.4.3. Qwertí disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Qwertí receives it and statements from external parties are accepted as fact.

### **3. Linked third party websites and third-party content**

- 3.1. Qwertí may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Qwertí does not endorse, nor does the inclusion of any link imply Qwertí's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 3.2. While Qwertí tries to provide links only to reputable websites or online partners, Qwertí cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Qwertí. Qwertí is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 3.3. You agree that Qwertí shall not be held liable, directly, or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred because of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third-party website.

### **4. Usage restrictions**

The user hereby agrees that it shall not itself, nor through a third party:

- 4.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 4.2. decompile, disassemble, or reverse engineer any portion of the Website;
- 4.3. write and/or develop any derivative of the Website or any other software program based on the Website;
- 4.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Qwertí;
- 4.5. without Qwertí's prior written consent, provide, disclose, divulge, or make available to or permit the use of or give access to the Website by persons other than the user;
- 4.6. remove any identification, trademark, copyright, or other notices from the Website;
- 4.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions

or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, or hateful, or racially, ethnically, or otherwise objectionable content of any kind; and/or

- 4.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

## **5. Security**

- 5.1. To ensure the security and reliable operation of the services to all Qwerti's users, Qwerti 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.
- 5.2. You may not utilise the Website in any manner which may compromise the security of Qwerti'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 Qwerti suffer any damage or loss, civil damages shall be claimed by Qwerti against the user.
- 5.3. 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 Qwerti and its affiliates, agents and/or partners.

## **6. Intellectual property rights**

- 6.1. For the purpose of this clause 6, "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Qwerti, now or in the future, including without limitation, Qwerti's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 6.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Qwerti and as such are protected from infringement by local and international legislation and treaties.
- 6.3. By submitting reviews, comments and/or any other content (other than your personal information) to Qwerti for posting on the Website, you automatically grant Qwerti and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain all rights that may exist in such content.

- 6.4. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 6.5. Except with Qwert's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 6.6. Irrespective of the existence of copyright, the user acknowledges that Qwert 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.
- 6.7. Qwert authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **7. Risk, limitation of liability and indemnity**

- 7.1. The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Qwert be liable for any loss, harm, or damage suffered by the user as a result thereof. Qwert reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Qwert deem it necessary.
- 7.3. To the extent permissible by law:
  - 7.3.1. None of Qwert, its subsidiaries, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if Qwert knows or should reasonably have known or is expressly advised thereof.
  - 7.3.2. The liability of Qwert for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, because of the malfunctioning of the website shall be limited to Qwert rectifying the malfunction, within a reasonable time and free of charge, provided that Qwert is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of Qwert. However, in no event shall Qwert be liable to the user for loss of profits or for special, incidental, consequential, or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance, or use of it in combination with other computer software.

7.3.3. You hereby unconditionally and irrevocably indemnify Qwertí and agree to hold Qwertí free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Qwertí or instituted against Qwertí as a direct or indirect result of:

- a) your use of the website;
- b) software, programs, and support services supplied by, obtained by, or modified by you or any third party without the consent or knowledge of Qwertí;
- c) your failure to comply with any of the terms or any other requirements which Qwertí may impose from time to time;
- d) the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
- e) any unavailability of, or interruption in, the service which is beyond the control of Qwertí.

7.4. Qwertí makes no warranty or representation as to the availability, accuracy, or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against Qwertí for any LOSS suffered by you, because of information supplied by Qwertí being incorrect, incomplete, or inaccurate.

## **8. Qwertí Privacy Policy**

Qwertí takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with our Privacy Policy.

## **9. Cookies**

9.1. **What are cookies?** A 'cookie' is small piece of data (usually in the form of a text file) which may be placed on your device when you visit our website. These files do not contain personal data, but they do contain a personal identifier allowing us to associate your personal data with a certain device, i.e., it helps us to "remember" user behaviour. As a user, you can accept or decline cookies. Please note that if you decline cookies, you may not be able to fully experience the interactive features of the Adapt IT website.

9.2. **Why do we use cookies?** These files serve several useful purposes for you, including:

- 9.2.1. granting you access to restricted content;
- 9.2.2. tailoring our website's functionality to you personally by letting us remember your preferences, location, or device type;
- 9.2.3. ensuring the website functions correctly;
- 9.2.4. improving how our website performs;
- 9.2.5. understanding who our audience is, so that we can provide content most relevant to you;
- 9.2.6. allowing third parties to provide services to our website; and
- 9.2.7. helping us deliver interest-based advertising where appropriate in compliance with the applicable laws.

### **9.3. The types of cookies we use**

9.3.1. We use different types of cookies. Some of these cookies are placed by us, while others are placed by our third-party plug-ins, suppliers, or advertisers. These cookies may be deleted from your device at different times, such as at the end of your browsing session (when you leave the website) or after a pre-set amount time, or they may persist on your device until you delete them.

9.3.2. We use the following types of cookies:

- a) essential cookies – these are cookies that allow our website to perform its essential functions. Without these cookies, some parts of our websites would stop working.
- b) site analytics cookies – these are cookies that monitor how our website is performing, and how you interact with it. We use them to know how best to improve our website or services.
- c) functional cookies – these are cookies that remember who you are as a user of our website. We use them to remember any preferences you may have selected on our website, like saving your username and password, or settings.
- d) advertising cookies – these are cookies that match your interests or web searches with applicable advertising campaigns on our website. We use them to provide you with advertising that we think you might find useful.
- e) social media cookies – these are cookies that integrate with social media platforms. We use them to help you share content from our website to your chosen social media platform.
- f) flash cookies – these are cookies that help your device read content supported by Adobe Flash. We use them to make sure that any Flash advertisements or videos appear properly on your device.
- g) third party cookies – these are cookies that some of our business partners use on our website. We have no access to or control over them. Information collected by any of these cookies or widgets is governed by the privacy policy of the company that created it, and not by us.

9.4. **Deleting cookies** - If you wish to delete the cookies, please refer to your device manual or website manual for instructions.

### **9.5. Consent**

9.5.1. We only use cookies if you have given us your consent by selecting YES. If you have previously granted consent and you wish to withdraw it, you can do so by selecting NO.

9.5.2. Third parties may also use cookies. You must take care that if you access linked websites, third party plug-ins used on our website, or advertisements appearing on our website, you inspect how they use cookies. We are not responsible for how third parties control the use of cookies.

9.5.3. Cookies placed on your device can always be deleted manually on your

browser.

## 10. Confidentiality

- 10.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the products and/or services offered by Qwertí. You shall notify Qwertí should you discover any loss or unauthorised disclosure of the information.
- 10.2. Any information or material sent to Qwertí will be deemed not to be confidential, unless otherwise agreed in writing by the user and Qwertí.

## 11. Compliance with section 43(1) of ECT Act

In compliance with section 43(1) of the ECT Act, the following is noted:

- 11.1. Full name: Qwertí a division of Vox Telecommunications (Pty) Ltd
- 11.2. Registration number: 2011/000797/07
- 11.3. Physical address: see <https://www.qwertí.co.za/contact/>
- 11.4. Fax number: see <https://www.qwertí.co.za/contact/>
- 11.5. Telephone number: see <https://www.qwertí.co.za/contact/>
- 11.6. Website address: [www.qwertí.co.za](http://www.qwertí.co.za)
- 11.7. E-mail address: see <https://www.qwertí.co.za/contact/>
- 11.8. Names of office bearers: see <https://www.qwertí.co.za/about/>
- 11.9. Registered at: Block D2, Rutherford Business Park, 1 Scott Street, Johannesburg

## 12. General clauses

- 12.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered and to be performed within South Africa.
- 12.2. This Website is controlled, operated, and administered by Qwertí from its offices within the Republic of South Africa. Qwertí makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users 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.
- 12.3. Qwertí does not guarantee continuous, uninterrupted, or secure access to our services, as operation of our Website may be interfered with because of a number of factors which are outside of our control.
- 12.4. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.