

# WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THE FOLLOWING LEGAL DOCUMENT CAREFULLY. USE OF THIS WEBSITE (“Website” or “WEBSITE”) AND/OR ANY LEADERSHIP PROGRAM SERVICE OFFERED BY THE ADVANCED LEADERSHIP ACADEMY (“ALAC”) SHALL MEAN THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (“Terms of Use”) INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE. THE PRIVACY POLICY DESCRIBES OUR PRACTICES CONCERNING DATA THAT YOU PROVIDE OR THAT WE MAY COLLECT ABOUT YOU THROUGH THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE AND DO NOT UTILISE THE SERVICES OFFERED BY ALAC.

## 1. ACCEPTABLE AND UNACCEPTABLE USE OF THE WEBSITE

You agree not to:

- Use our Website or services for any illegal purpose, or any other purpose not permitted in these Terms of Use
- Modify, adapt or translate any part of our Website in an unauthorised manner
- Reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide our Website (and/or related services) or otherwise attempt to obtain our Website source code
- Bypass, modify, defeat, reverse-engineer, disassemble, tamper with or circumvent any of the security features of our Website, including altering any digital rights management functionality of our Website
- Remove or alter any copyright, trademark or other proprietary notice contained on our Website
- Interfere with or damage our Website or our servers through the use of viruses, bots, Trojans, harmful code, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technologies that cause harm to our Website
- Impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity when communicating with ALAC
- Collect, manually or through an automatic process, information about other users or our Website
- Submit false or misleading information to us or post material that infringes on a third party’s intellectual property
- Engage in any activity that interferes with any third party’s ability to use or enjoy, or our ability to provide our Website
- “Deep link” or frame, inline link or mirror any part of our Website without our written permission
- Engage, directly or indirectly, in transmission of “spam,” chain letters, junk mail or any other type of unsolicited communication
- Assist or encourage any third party in engaging in any activity restricted by these Terms of Use

If you breach these restrictions, you may be subject to prosecution and damages and/or prohibited from using our Website or benefitting from the ADVANCED LEADERSHIP ACADEMY services.

## **2. THIRD PARTY SITES**

Our Website contains links to third-party sites that are not under our control, so we are not responsible for the contents on any linked site or any link contained in a linked site, or any changes or updates to such sites, or your dealings with the owners of such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We encourage you to be aware of when you leave our Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **3. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS**

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, OUR WEBSITE AND ALL INFORMATION, SOFTWARE, DOCUMENTATION, MATERIALS, SERVICES AND PUBLICATIONS ON OUR WEBSITE ARE PROVIDED "AS-IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ALAC HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT OUR WEBSITES AND OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITES OR THE SERVERS THAT MAKE OUR WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON OUR WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, YOU ASSUME ALL RISKS CONCERNING THE SUITABILITY AND ACCURACY OF THE INFORMATION WITHIN OUR WEBSITE, MATERIALS, PUBLICATIONS AND DOCUMENTS. OUR WEBSITE, MATERIALS, PUBLICATIONS AND DOCUMENTS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ALAC ASSUMES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS IN OUR WEBSITE, MATERIALS, PUBLICATIONS AND DOCUMENTS AND IN ANY OTHER REFERENCE. APPLICABLE LAW MAY NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS ON WARRANTIES, HENCE THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMISSIBLE GIVEN THE APPLICABLE LAW.

IN NO EVENT WILL ALAC AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR THE INABILITY TO USE, OUR WEBSITE OR MATERIALS ON OUR WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION. IN NO EVENT WILL OUR MAXIMUM, AGGREGATE LIABILITY EXCEED THE FEE PAID FOR THE ADVANCED LEADERSHIP ACADEMY service. APPLICABLE LAW MAY NOT

ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES; HENCE THE ABOVE LIMITATIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT PERMISSIBLE GIVEN THE APPLICABLE LAW.

#### **4. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS AND DIRECTORS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY DAMAGE, LOSS, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND OR ACTION ("CLAIM") BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES: ALLEGING FACTS OR CIRCUMSTANCES THAT WOULD CONSTITUTE A BREACH OF ANY PROVISION OF THESE TERMS OF USE BY YOU; ARISING FROM, RELATED TO, OR CONNECTED WITH YOUR COMMENTS, YOUR USE OF OUR WEBSITE, INCLUDING ANY USE BY YOUR EMPLOYEES, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, WE MAY, IN OUR SOLE AND ABSOLUTE DISCRETION, CONTROL THE DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU MAY NOT SETTLE, COMPROMISE OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT OUR EXPRESS WRITTEN CONSENT.

#### **5. YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant to ALAC that: (i) you have the full power and authority to enter into and perform your obligations under these Terms of Use and/or have obtained all consents and permissions necessary; (ii) your agreement to be bound by and comply with these Terms of Use do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (iii) these Terms of Use are your legal, valid and binding obligations, enforceable in accordance with their terms and conditions; (iv) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of ALAC or any third party in your use of our Website; and (v) you will comply with all applicable laws, rules and regulations in your use of our Website, including these Terms of Use. If you are under the age of thirteen, you represent and warrant that you have your parent or guardian's permission to use this Website. For purposes herein, 'you' or 'your' shall be any person accessing this Website or utilising any of the services offered by ALAC on this Website including the parent(s) or legal guardian(s) of a minor who utilizes the services for the benefit of such minor.

#### **6. USER CONTENT**

ALAC may provide interactive areas on the Website, in which you/ other Website users may post communications. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not ALAC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the ALAC

Sites. ALAC does not control the Content posted via the ALAC Sites Under no circumstances will ALAC be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Website. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all relevant agreements, rules and regulations regarding online conduct and acceptable Content. ALAC does not claim ownership of any Content submitted and/or posted by you on the Website. However, by submitting and/or posting any Content to the Website, you grant ALAC a royalty-free right to freeperpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in 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. You also permit any subscriber to access, display, view, store and reproduce such Content for personal use.

## 7. MISCELLANEOUS

Termination; Survival. We may, in our discretion and without any liability, change, modify, suspend, make improvements to or discontinue any aspect of our Website at any time without prior notice. We may deny you access to all or part of our Website at any time for any reason or no reason at all. These provisions will survive termination: 3, 5, 6, 7, and 8. For purposes of clarity, the survival of the provisions in “Use of our Website” and “Your Representations and Warranties” means that even if your account is terminated, if you breached those provisions while using our Website, we have the right to sue you for damages or other legal relief.

Governing Law. These Terms of Use and our relationship with you will be governed exclusively by the laws of South Africa, with regard to its conflicts of laws rules. Any litigation arising out of or relating to this Agreement must be filed and pursued exclusively in Johannesburg, South Africa, and you consent to the jurisdiction of and venue of such courts.

Notice. We may deliver notice to you by any method that we deem reliable. You may only give notice to us by using the address and contacts listed below:

370 Main Road, Observatory, Cape Town, South Africa

Changes and Modifications to Terms of Use. ALAC now gives notice that it reserves the right to change or modify any or all of these Terms of Use at its sole discretion and without further notice to you. Your use, or continued use, of this Website services shall mean that you accept any and all changes and modifications. It is your sole responsibility to inform the applicable programme participant of these Terms of Use and you specifically indemnify ALAC against claims and actions which arise from such person that they were not made aware of these Terms of Use.

Entire Agreement; Assignment; Independent Contractors. The Terms of Use constitute the entire agreement between us, superseding any prior agreements between us (including, but not limited to, any prior versions of the Terms of Use), other than the Main Agreement constituting relevant terms of service for the Advanced Leadership Academy services.

No Waiver; Time for Claims. Our failure to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision. If an arbitrator or a court finds any provision of these Terms of Use to be invalid, we both agree that the court should endeavour to give effect to our intentions as reflected in the provision, and the other provisions of these Terms of Use will remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Website or these Terms of Use must be filed within one year after such claim. Headings are for convenience only.