

UNIVERSITY OF AFRICA

WEBSITE TERMS AND CONDITIONS

Copyright Information

This website and its content is copyright of the University of Africa © 2019. All rights reserved.

Any redistribution or reproduction of part, or all of the content in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only.
- you may copy/ share the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Terms and Conditions for this Website

Welcome to the website of The University of Africa (“UOA”).

Use of this website is governed by the UOA rules, regulations, policies and procedures including disclaimers, terms of use and other rules.

By accessing and using this website, you signify that you have read these Terms and Conditions of Use and agree to comply with and be bound by them. If you do not agree to be bound by these rules, you should immediately exit all sites.

Please read these Terms and Conditions of Use, including all of the following pages, carefully before accessing and using this website.

Interpretation

The terms “we”, “us” or “our” refer to the UOA.

The term “you” refers to the user or viewer of the UOA website.

The term “website” refers to the UOA website and/or portal, and, if inferred from the context, may also include any other website and/or portal, or part thereof, accessed via a link to our website or portal.

Disclaimer

Information on this website is given by us in good faith and has been taken from sources believed to be reliable. We make no representations that the information contained on this website is accurate, complete or fair and no reliance should be placed on it for any purpose whatsoever. We shall not be liable to any person or company which has used or relied on any inaccurate information or opinions contained herein.

The UOA does not make any representation regarding any other websites (portals) which may be linked to or accessed through this website and accordingly accepts no responsibility for the content or use of such websites (portals) or information contained therein. The UOA shall not be liable to any party for any form of loss or damage incurred as a result of any use of or reliance on any information contained on such website (portal) or any websites (portals) which can be accessed through this website.

We shall not 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. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free.

This website is supplied on an “as is” basis and has not been compiled or supplied with the intention of meeting the user's individual requirements. It is his or her sole responsibility, as user, to satisfy himself or herself, prior to making use of this website, that the service available from and through this website will meet their individual requirements and be compatible with their hardware and/or software.

Information, ideas and opinions expressed on these sites should not be regarded as professional advice or the official opinion of the UOA. Users must seek advice prior to taking any action based on the contents of this website.

All items purchased from UOA are made pursuant to agreements with shipping and delivery agents and risk of loss passes from the UOA to such agents upon delivery of any item to such carrier.

Postings of any kind to our website are not editorially controlled and therefore we cannot be held liable for illegal or unconstitutional content. The user indemnifies us from all liability in this regard.

No information or data on this website is an offer to do business (which upon acceptance by the user will constitute a contract), but is merely an invitation to do business.

No agreements shall be concluded merely by sending a data message to this website or its owners. Valid agreements require an acknowledgement of receipt of an offer, duly received from us.

No e-mail message shall be deemed to have been received by us until a response has been issued by us. An automated response from us shall not be sufficient to satisfy this requirement.

Terms and Conditions

By utilising any service on this website you agree that you have reviewed the website in its entirety, that you have accepted the terms and conditions applicable to the website, including all legal and regulatory terms, and are conversant with and understand both the terms of this website and the applicable local legislation and regulations.

Users who access and utilise this website do so on their own initiative and at their own risk, and are responsible for their own compliance with applicable local laws and regulations. All information may be changed at any time without notice.

We do not represent that information and materials on this site are appropriate for use in all jurisdictions available on the world wide web or internet.

Intellectual Property and Restrictions on Use

This website contains information which is owned by or is licensed to us, including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use other than in accordance with the next paragraph is strictly prohibited.

You are granted a non-exclusive, non-transferable, revocable license to;

1. access and use this website strictly in accordance with these Terms;
2. to use this website solely for personal, non-commercial and lawful purposes;
3. to download or print out information from the website solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

Interactive Online Forums

The access and use of any chat-room, newsgroup, bulletin board, mailing list, transaction or other online forum available on this website, shall be governed by the guidelines for Online Conduct.

Links

You may not create a link to this website from another website or document without our prior written consent.

Variation of Terms of Use

We reserve the right to modify these terms at any time and will publish notice of any such modifications online. By continuing to access any of our websites after notice of such modifications has been published, you agree to comply with and be bound by them.

Changes and Amendments

We expressly reserve the right, in our sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice.

We reserve the right to change and amend any information, including prices and rates quoted as well as the terms and conditions on this website without any notice.

We reserve the right to change the terms, conditions and notices under which the website is offered, including but not limited to the charges associated with the use of our websites.

Privacy Policy

We respect privacy and are committed to protecting the privacy of users of this site. We seek to employ best practice when it comes to the collection and processing of personal information. A brief summary of how we manage personal information is set out in this policy.

Type of Information Collected

Every computer connected to the internet is given a domain name and a set of numbers that serve as that computer's "Internet Protocol" (IP address). When a visitor requests a page from a website, the web server may record that visitor's domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed our site. We may use this information to examine traffic in aggregate.

From time to time we may save a "cookie" on your computer. A cookie is a small text file sent from our web server that is saved on your hard drive via your internet browser. A cookie cannot read data from your computer hard disk or read cookie files created by other websites. Cookies do not damage your system. We may use cookies to identify which areas of the site you have visited in order to monitor and improve our site or to improve your user experience of the site. You can choose whether to accept cookies by changing the settings of your internet browser. You can reset your browser to refuse all cookies, or allow your browser to show you when a cookie is being sent. If you choose not to accept these cookies, your experience at our site and other websites may be diminished and some features may not work as intended.

Use of Personal Information (Privacy Statement)

Data is held only as long as necessary. If you request that we send you a copy of a document your details will be deleted or depersonalised once the information has been posted to you. If you ask that data, news or announcements from the UOA be emailed to you, we will hold your details on our database until such time as you choose to unsubscribe from this service. You may do this at any stage.

To facilitate access to our information and services, we have set up our website to enable the collection of information belonging to users of the website. The website may allow users to, among other things, apply for admission, submit academic works, participate in online forums, make payments to UOA, and otherwise communicate with UOA.

Use and Disclosure

We will only use or disclose your personal information for the purpose for which it was collected unless you have consented to its further use or disclosure, you would reasonably expect us to use or disclose it in such a way, or we are required by law or are otherwise compelled to disclose such information.

Quality and Security

We make every effort to ensure the security of personal information we hold.

Access and Correction

Please contact us by phone, fax or email (details below) if you require access to any personal information we hold on you, you wish to notify us of any change, modification or correction, or you would like to have your personal information removed from our records.

We may require suitable proof of identity from you before we take action in respect of the above requests.

Linking and framing

The website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the UOA and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We are also not responsible for webcasting or any other form of transmission received from any Linked Site. The UOA is providing these links to you only as a convenience, and the inclusion of any link does not imply that we endorse them or the contents there of nor does it imply that we have any association with its operators.

Any third party site may link to this website provided that such a link is directed at the home page of the official UOA website. It is expressly prohibited for any person, business, entity or website to link to any page other than the home page of the UOA website, without the prior written approval of a director of the UOA.

It is expressly prohibited for any person, business, entity, or website to frame any page on this website, including the home page, in any way whatsoever, without our prior written approval.

Consent

By using the UOA portals you consent to the collection and use of information as specified above. If we change our privacy policy we will post the changes on this page so that you



are always aware of what information we collect, how we use it, and under what circumstances we may disclose it.

Guidelines for Online Conduct

You agree to use these sites in accordance with all applicable laws.

UOA respects the constitutional right to freedom of speech and encourages robust intellectual debate. You must note, however, that your right to free speech is also subject to, and is limited by the provisions of the Constitution.

You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the website.

You agree not to post any content that contains viruses or other harmful items anywhere on the website.

We reserve the right to remove content, block access or take other action which we deem appropriate in the circumstances against any content which violates the above rules and guidelines.

If a third party claims that any material you have contributed to a site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws.

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 sites.

You agree that you will not restrict or inhibit any other user from using and enjoying the sites.

You agree that you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and agree to accept responsibility for all activities that occur under your account or password.

UOA respects the intellectual property of others. If you believe that your copyright has been violated on a site hosted by us, please give notice to UOA. The UOA will, upon receipt of such notice, use all reasonable means to remove the infringing content and inform the person that posted it of such removal and the reason therefor.

Applicable and Governing Law

This website is hosted, controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use this website and these terms and conditions. Furthermore, the laws of South Africa will apply and the South African courts shall have jurisdiction in the event of any dispute of any nature whatsoever arising between the parties.