

**ONLINE TERMS** |

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## SINSKE ANALYTICS TERMS OF USE

Version number: 1.0  
Effective date 21 April 2019

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you signify your assent to these terms of use. If you do not agree to these terms of use, you may not use this website.

These terms make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter "the ECT Act"), a copy of which may be obtained at <http://www.polity.org.za/pdf/electroniccommunications.pdf>.

### 1 TERMS OF USE

Your use of this website shall at all times be subject to these terms of use, as may be amended from time to time. It is the User's responsibility to continually stay abreast of changes to these terms.

### 2 LIMITATIONS

2.1 No information or data contained in this website constitutes an offer to do business.

2.2 The information on this website is intended for general information purposes only and is not intended to serve as financial, legal or other advice. Professional advice should therefore be obtained before any course of action is pursued.

2.3 Whilst Sinske Analytics endeavours to ensure that the information on this site is accurate and complete, Sinske Analytics makes no warranties about the accuracy, reliability, completeness or timeliness of information published on this website.

2.4 The use of this website is at the User's own risk. Sinske Analytics disclaims liability for any loss arising out of or in connection with the use of information available from this website, whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind.

### 3 SECURITY

In terms of section 86 of the ECT Act it is a criminal offence to gain unauthorised access to any restricted areas of this website or to otherwise interfere with the proper functioning thereof.

### 4 LICENCE

4.1 The proprietary information on this website may be downloaded or printed for your own non-commercial use only, provided you do not delete or change any copyright, trademark, or other proprietary notices, or distort or otherwise modify the proprietary information in a manner that may be prejudicial to Sinske Analytics.

- 4.2 All rights not expressly granted in terms of these terms of use are reserved. Any use of Sinske Analytics's proprietary information by you otherwise than expressly authorised in terms hereof may violate copyright laws, trademark laws and other regulations and statutes and be liable for criminal prosecution and/or civil liability.

## **5 PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION**

- 5.1 Any communication or material you transmit to us by electronic mail or otherwise, including, but not limited to, any data, questions or answers, comments, suggestions, or the like, will be treated as non-confidential and non-proprietary by Sinske Analytics
- 5.2 Sinske Analytics analyses aggregate and non-personally identifiable data relating to usage of this website.

## **6 LINKING AND FRAMING**

- 6.1 You may not establish a link to this website from a third party site, unless:
- 6.1.1 The link does not imply any association, endorsement or sponsorship by Sinske Analytics of such website or any products or services offered on such site.
- 6.1.2 The link is to our home page at [www.sinske.com](http://www.sinske.com) .
- 6.1.3 The linked pages from the web site are displayed without alteration of any kind; specifically, you may not cause a user's web browser to display a "framed" version of this web site in response to activating a link.

## **7 ELECTRONIC COMMUNICATIONS**

- 7.1 Electronic communications shall only be deemed to have been received if and when responded to.
- 7.2 Electronic communications, including all attachments thereto, are transmitted to you by the Sinske Analytics subject to the following terms:-
- 7.2.1 Information contained in electronic communications must be regarded as confidential and is intended solely for the use of the intended recipient and any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful.
- 7.2.2 Whilst we employ virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. You are accordingly advised to employ your own virus scanning tools.

## 8 ENFORCEABILITY

Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

## 9 JURISDICTION

These terms of use shall be solely and exclusively governed by and construed and interpreted in accordance with the law of Republic of South Africa.

## 10 AMENDMENTS

- 10.1 Sinske Analytics reserves the right to revise these terms of use at any time, with the revised terms taking effect as of the date of its posting.
- 10.2 A certificate signed by the administrator of this website shall be *prima facie proof* of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

## 11 LEGAL COSTS

In the event that Sinske Analytics takes action against you for breach of these terms of use, you agree to reimburse Sinske Analytics for all legal costs, including tracing fees and collection commission, on a scale as between attorney and own client.

## 12 INFORMATION DISCLOSURE

- 12.1 The following information is disclosed in terms of section 43 of the ECT Act and section 51 of the Companies Act, 61 of 1973:-

Full name and legal status	Sinske Analytics
Registration number	N/A
Place of registration	Stellenbosch, South Africa
Physical address	50 Brandwacht St, Stellenbosch
Telephone number	
Website address	<a href="http://www.sinske.com/">http://www.sinske.com/</a>
E-mail address	analytics@sinske.com

- 12.2 The following information is disclosed in terms of the Promotion of Access to Information Act, 2 of 2000:-

12.2.1 Manual in terms of section 51 inclusive of fees

12.2.2 Request for access form