

WEBSITE TERMS AND CONDITIONS

- 1.1 This document sets out the terms and conditions (“the Terms”) of the Craft and Design Institute (“we” or “the CDI”), pertaining to the access to and use of any and all of the CDI’s Websites, online platforms and other URLs indicated by the CDI from time to time (collectively “the Websites” and individually “the Website”). Individual Websites may carry additional terms applicable to access to and use of that Website and/or its content.
- 1.2 By using the Website/s, you agree to all terms of use, including these Terms as well as the Privacy Policy (available here: <https://www.thecdi.org.za/resource/resmgr/websites/CDIPrivacyPolicy.pdf>) and any other policies (“the Policies”) and any additional terms which may appear elsewhere on the Website/s. If any person that accesses the Website/s (“you” or “the user”) disagrees with any of the Terms or Policies, you must immediately refrain from accessing the Website/s and/or using its information or functions.
- 1.3 By using our Website/s, you warrant that you are at least 18 years of age, and of full legal capacity. If this is not the case, then you must only use the Website/s with your parent’s or legal guardian’s supervision, and they are required to consent to be bound by these Terms before your use of the Website/s. In such instance, they are required to accept liability for all of your obligations under the Terms.

Changes to the Terms

- 1.4 We reserve the right, in our sole discretion, to amend any of the Terms or Policies without notice. Such amendments will replace any previous Terms or Policies, shall be made available on the Website/s, and shall apply from the time of publication on the Website/s. It is your responsibility to acquaint yourself with the Terms and Policies as modified from time to time. Each time you access and/or use the Website/s, you will be deemed to have consented, by such access and/or use, to the Terms and Policies, as amended from time to time. If you are not satisfied with any amended Terms or Policies, you are required to refrain immediately from accessing or using the Website/s.

Content of the website

- 2.1 We reserve the right to change or discontinue, without notice, any aspect or feature of the Website/s, the Website/s as a whole, and any information or content on the Website/s.

- 2.2 We rely upon third parties to provide certain information on the Website/s. While we take reasonable steps to provide accurate information through our Website/s, all information viewed or accessed from the Website/s is provided on an 'as is' basis, without any warranty, whether express or implied. You agree that we shall not be liable for any losses or damages that may arise from your reliance on it, howsoever these may arise.
- 2.3 We make 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/s, including without limitation:
- 2.3.1 We do not represent or warrant that the Website/s or their information shall be error-free, uninterrupted in service, compatible with your hardware or software, or that they shall meet any particular criteria of performance or quality. We expressly disclaim all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 2.3.2 Whilst we have taken reasonable measures to ensure the integrity of the Website/s and their contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website/s are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

Linked third party websites and third party content

- 3.1 We may provide links including hyperlinks to third party-owned or -operated websites on the Website/s, which websites are not under our control. These links are provided to the user for convenience purposes only and the CDI does not endorse such websites, their owners, licensees or administrators, or such websites' content or security practices and operations, nor should any affiliation or association with the third party owner or operator be implied.
- 3.2 We are not responsible for the content of such websites, whether or not a link has been permitted by us, nor shall we be liable for any losses or damages that may arise from your accessing or making use of such third party websites, howsoever these may arise.

Usage restrictions

- 4.1 The content of the Websites may not be transmitted, transcribed, reproduced, stored or translated into any other form without our prior written permission. However, we permit you to display the content of the Websites on your computer as part of your viewing of the Websites only. You must notify us of any copyright infringement at: info@thecdi.org.za.
- 4.2 No other use of the Website/s or their contents is permitted unless you enter into a license agreement with us. Without restricting the generality of the foregoing, you shall not yourself nor through any third party:
 - 4.2.1 use our Website/s to engage in illegal, abusive or irresponsible behaviour;
 - 4.2.2 make commercial use of the content of the Website/s, include the content of the Website/s in or with any product that you create or distribute, or copy the content of the Website/s onto your own or another's website, unless otherwise expressly agreed with the CDI;
 - 4.2.3 copy, reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website/s for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
 - 4.2.4 decompile, disassemble or reverse engineer any portion of the Website/s;
 - 4.2.5 write and/or develop any derivative of the Website/s or any other software program based on the Website/s;
 - 4.2.6 modify or enhance the Website/s. In the event of a user effecting any modifications or enhancements to the Website/s in breach of this clause, such modifications and enhancements shall be the property of the CDI;
 - 4.2.7 remove any identification, trademark, copyright or other notices from the Website/s;
 - 4.2.8 post or transmit, by any means through the Website/s, 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;
 - 4.2.9 hyperlink to or frame our Website/s or any page or portion thereof, except with the prior written permission of the CDI, which permission if given shall be without assumption of any liability, and subject to our right to withdraw such permission at any time and for any reason;
 - 4.2.10 use or attempt to use any technology or applications (including web crawlers or web spiders), other than legitimate search engine operators and any search facility provided on the Website/s for users, to search or copy content from the Website for any purpose without our prior written consent;

- 4.2.11 access or use data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures, without our express authorisation;
- 4.2.12 monitor data or traffic on any network or system without our authorisation;
- 4.2.13 interfere with service to any user, host or network including, without limitation, sending of or causing the sending of, numerous duplicate automated and/or excessive, similar emails, flooding, deliberate attempts to overload a system and broadcast attacks;
- 4.2.14 intentionally or negligently disseminate any malicious code (meaning anything that contains any back door, time bomb, trojan horse, worm, drop dead device, computer virus or other computer software routine or code intended or designed to permit access to or the use of a computer system by an unauthorised third party, or disable, damage, erase, disrupt or impair the normal operation of a computer system);
- 4.2.15 forge any TCP (Transmission Control Protocol), Internet Protocol packet header or any part of the header information in an email or a newsgroup posting;
- 4.2.16 engage in any activity or conduct that is likely to result in retaliation against us or the Website/s;
- 4.2.17 send any unsolicited email, whether of a commercial or non-commercial nature, to any person who has indicated that s/he does not wish to receive it;
- 4.2.18 publish, display or transmit via the Website/s any content that we reasonably believe:
- constitutes child pornography or is otherwise obscene, sexually explicit or morally repugnant;
 - is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
 - is unfair or deceptive under the consumer protection laws of any jurisdiction, including in relation to chain letters and pyramid schemes;
 - is defamatory or violates a person's privacy;
 - creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
 - improperly exposes trade secrets or other confidential or proprietary information of another person;
 - is intended to assist others in defeating technical copyright protections;
 - clearly infringes another person's trade or service mark, patent, or other intellectual property right;

- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is discriminatory in any way, including by way of sex, race, or age discrimination;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; or
- is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers,

And for the purpose of this clause, content "published or transmitted" via the Website/s includes web content, email, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the internet;

- 4.2.19 upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless the rights thereto are owned or controlled by you or you have the required authority to do so, and have received all necessary consent to the intellectual property;
- 4.2.20 upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer;
- 4.2.21 delete any legal notices, labels or anything else in the Website/s' content that displays authorship or ownership in any file that is uploaded;
- 4.2.22 falsify the origin or source of software or other material contained in a file that is uploaded;
- 4.2.23 advertise or offer to sell any goods or services, except with our prior written permission, or conduct or forward surveys, contests or chain letters;
- 4.2.24 download any file posted by another user of a forum you know, or reasonably should know, cannot be legally distributed;
- 4.2.25 use any communications or content or other information obtained through the Website/s in a manner that is competitive with us or the Website/s;
- 4.2.26 allow any third party to use your username and password in any manner other than as permitted by these Terms;

and/or

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

- 4.3 You agree and acknowledge that we will not be held liable for content created by you, and you maintain all responsibility for your actions and statements made on the Website/s.
- 4.4 We reserve the right to remove content created by users of the Website/s at any time.
- 4.5 We may, without notice to you, suspend your right to access and use any Website, including the participation in any course, programme, project or online platform, or remove any content transmitted via or stored on the Website/s if we reasonably believe you are using any Website or online platform in breach of these Terms. You must cooperate with our reasonable investigation of any suspected breach.
- 4.6 We will charge you for any breach of these Terms together with the cost of equipment and material needed to investigate or otherwise respond to any suspected violation of these Terms, remedy any harm caused to us as a result of your violation of these Terms, and respond to complaints.
- 4.7 We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable laws, and provide any information we have about you and co-operate in response to a formal or informal request from a law enforcement or regulatory agency investing in any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.
- 4.8 We will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to the Website/s or attempts to gain unauthorised access to any page on the Website/s.

Security

- 5.1 You may not utilise the Website/s in any manner which may compromise the security of our networks or tamper with the Website/s in any manner whatsoever, including but not limited to gaining or attempting to gain unauthorised access to the Website/s, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website/s, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable and liable for civil damages.
- 5.2 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 us and our affiliates, agents and/or partners.

- 5.3 You must take reasonable security precautions. If applicable, your passwords should consist of at least 8 mixed alpha and numeric characters with case variations. You should not permit a common word to be used as a password. You agree and warrant that you shall protect the confidentiality of your log-in name and password, not share it with any other person, and you shall change your password regularly.
- 5.4 While we take all reasonable security precautions, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You agree to notify us immediately should you become aware of or suspect that your account has been accessed without your authorisation, and to immediately change your password for security reasons in such instance. No liability will lie with us for damage caused by the malicious use of the Website/s or by destructive data or code that is passed on to you through the use of the Website/s.
- 5.5 We reserve the right to take whatever action we deem necessary to preserve the security, integrity and reliability of our network and back-office applications.

Our intellectual property rights

- 6.1 For the purpose of this clause, “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 the CDI, now or in the future, including without limitation, the CDI’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 intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, domains, confidential information, designs, agreements, and multimedia works, published on or via the Website/s (“proprietary material”), are the property of, or are licensed to the CDI and as such are protected from infringement by local and international legislation and treaties.
- 6.3 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Website/s is granted to you.
- 6.4 Except with our express written permission or that of a relevant third party copyright holder, no proprietary material from the Website/s may be copied or

retransmitted. You may not use our logo, name, trademarks or branding in any way that confuses third parties as to your relationship with us.

- 6.5 Subject to clause 6.6, we authorise 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, non-commercial and information purposes only.
- 6.6 If in specific instances we authorise use of any content for commercial purposes, this will be expressly indicated in relation to that specific content only, and subject to any further terms that may be stated to apply.

Your Intellectual property rights: violation procedure

- 7.1 If you are a copyright owner and wish to report an alleged infringement of your copyright on the Website/s, please provide the following information to us at email: info@thecdi.org.za
 - 7.2.1 identify your work in respect of which you claim your copyright has been infringed;
 - 7.2.2 identify the content on the Website that you claim is infringing and which you seek to have removed, including identifying information such as, at a minimum, the link URL on the Website where the content may be found;
 - 7.2.3 your full names, email, postal addresses and telephone numbers;
 - 7.2.4 your electronically or physically signed statement that “I hereby state that I own the copyright in the work which I allege has been infringed, that the disputed use of my copyrighted work is not authorised, and that the information I have provided is accurate;” and
 - 7.2.5 any evidence you can supply in support of your claims of copyright and infringement.
- 7.3 We shall review your complaint and take such action as we deem appropriate, which may include removal of challenged content from the Website.

Risk, limitation of liability and indemnity

- 8.1 Your use of the Website/s and the information contained thereon is entirely at your own risk, and you assume full responsibility and risk of loss resulting therefrom.
- 8.2 To the extent permissible by law:
- 8.2.1 Neither we, our directors, employees nor agents shall be liable for any damages or loss whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages or loss, 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/s or any functionality thereof, or inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise in the information contained on the Website/s, or of any linked website. Excluded consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.
- 8.2.2 Our liability for faulty execution of the Website/s as well as any damages suffered by you, whether direct or indirect, as a result of the malfunctioning of the Website/s shall be limited to our rectifying the malfunction, within a reasonable time and free of charge, provided that you notify us immediately of the damage or faulty execution of the Website/s. This liability shall fall away and be expressly excluded if you attempt to correct or allow third parties to correct or attempt to correct the Website/s without our prior written approval. In no event shall we be liable to you for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website/s or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
- 8.2.3 You hereby unconditionally and irrevocably indemnify us, our employees, officers, agents, subcontractors, subsidiaries and affiliates and agree to hold us, our employees, officers, agents, subcontractors, subsidiaries and affiliates free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us, our employees, officers, agents, subcontractors, subsidiaries or affiliates, or instituted against us, our employees, officers, agents, subcontractors, subsidiaries or affiliates, in respect of any demand, action, application or other proceedings, including legal costs on the attorney and own client scale and related costs such as tracing fees, arising directly or indirectly out of or in connection with:
- 8.2.3.1 your use of the website/s;
- 8.2.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party at your behest without our consent or knowledge;

- 8.2.3.3 your failure to comply with any of the Terms or any other requirements which we may impose from time to time;
 - 8.2.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 8.2.3.5 any unavailability of, or interruption in, the Website/s.
- 8.3 We make no warranty or representation as to the availability, accuracy or completeness of the content of the Website/s, nor do we warrant that the Website/s or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by us will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website. You expressly waive and renounce all your rights of whatever nature that you may have against us in respect of any loss suffered by you, as a result of information supplied by us or a third party being incorrect, incomplete or inaccurate. Any articles, guides or information of any nature provided on the Website/s is summarised content, and may not be applicable to your particular situation and should therefore not be relied upon solely by you for any purpose.

Breach and cancellation

- 9.1 In addition to any other remedy available to us in law or under these Terms or any supplementary terms applicable to any programme or project, including the right to obtain an interdict, we reserve the right to, without notice, limit or deny use of the Website/s and its functions, or claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to our right to claim damages, should you:
- 9.1.1 breach any of these Terms;
 - 9.1.2 in our sole discretion, use the Website/s in an unauthorised manner; or
 - 9.1.3 infringe any statute, regulation, ordinance or law.
- 9.2 You agree to reimburse to us on demand the costs associated with any legal action we may take against you arising therefrom, on an attorney and client scale.

Disputes

- 10.1 For any dispute that you may have with us arising from these Terms, your use of the Website/s, or your participation in a course, project or programme administered through our Website/s, you agree to first contact us by email and/or telephone and attempt to resolve the dispute informally. The relevant supplementary terms and conditions for such course, project or programme shall also apply.
- 10.2 If we are unable to resolve the dispute, then it may be pursued further only by submission to confidential mediation and arbitration under the auspices of the TOKISO Dispute Resolution Panel and in terms of their expedited rules for arbitration, which are available at http://www.tokiso.com/images/stories/useful_info/tokiso_expedited_arbitration_rules.pdf. All mediations and arbitrations are to be held in Cape Town, South Africa, unless otherwise agreed between us.
- 10.3 The foregoing will not restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate.
- 10.4 Our address for all legal purposes under this agreement, for delivery of notices and communications of any nature, is 103, 1st Floor, 7 West Quay, West Quay Road, V&A Waterfront.
- 10.5. You select as your address for legal purposes, the address you provide to us on registration as a member of the CDI, if applicable. You may change such address at any time by editing your profile on the Website.

Compliance with laws

11. You undertake to comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to the Website/s.

Applicable law and territory

12. These Terms, their interpretation, and any matter or proceeding relating to them, shall be governed in all respects by the laws of the Republic of South Africa.

Severability and broken links

- 13.1 If any provision of the Terms is held to be unlawful, invalid or unenforceable, then that provision shall be deemed severed, and the balance of the Terms shall not be affected but shall be enforced to the full extent of the law.
- 13.2 Notwithstanding the fact that hyperlinks in these Terms to certain documents should be deemed part of these Terms, the fact that some or all of the hyperlinks may be non-operational will not play a role in determination of the validity and interpretation of these Terms.

Non-waiver

14. Our failure to act with respect to any infraction by you or others does not constitute a waiver of our right to act with respect to subsequent or similar infractions. As such, if we choose not to enforce any part of these Terms, that does not mean that we cannot do so at a later time.

General clauses

15. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
16. The head notes to the paragraphs in these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
17. Words importing the singular shall include the plural and *vice versa*, and words importing any one gender shall include the other genders, and words importing persons shall include partnerships and corporate and unincorporated entities.
18. These Terms, as supplemented by any additional terms appearing on the Website/s, set forth the entire understanding and agreement between the CDI and you with respect to the use of the CDI's Website/s, and no other document not incorporated by express reference shall form part of it.
19. These Terms, and any rights and licenses granted in these Terms, may not be transferred or assigned by you, but may be assigned by us without restriction.

Monitoring and interception of data messages

20. In order to provide a relevant, efficient and secure service, and where required and permitted under law, we may monitor and/or intercept electronic

communications such as email which are sent to the Website/s. To the full extent necessary under law you acknowledge that you are aware of the potential monitoring and interception, and consent to it.

Data messages

21. Data messages, including email messages, sent by you to us will be deemed to be received only when acknowledged or responded to.
22. A data message sent by us to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
23. We reserve the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such email where necessary.
24. You agree that data messages sent to the Website/s will not be regarded as confidential unless otherwise agreed in writing.
25. Any notices required to be given may be given by email to info@thecdi.org.za (in the case of the CDI) or to the registered e-mail address which you have provided to us in your profile (in your case). You acknowledge that all notices or other communications required to be given in terms of the law or these Terms may be given via electronic means and that such communications are “in writing”. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at the address/es chosen for that purpose.

Personal information

26. Information regarding the manner in which we respect the privacy of your personal information is contained in our Privacy Policy (available here: <https://www.thecdi.org.za/resource/resmgr/websites/CDIPrivacyPolicy.pdf>), the terms of which are expressly incorporated herein.

Owner information

27. The Website/s are owned and operated by the Craft and Design Institute, a non-profit company registered in the Republic of South Africa with its address at 103, 1st Floor, 7 West Quay, West Quay Road, V&A Waterfront.

Date of last amendment: 08 April 2020