



## WEBSITE TERMS OF USE

This website is operated by Worktrainer Compliance Solutions (South Africa) Pty. Ltd., registration number 2013/135178/07, trading as "Worktrainer Compliance", ("we", "our" or "us"). It is available at [www.worktrainer.co.za](http://www.worktrainer.co.za) and may be available through other addresses or channels.

Our website is designed to assist South African businesses to attain compliance in legislated workplace health and safety practices, and to minimise operational risk.

Please note that our website and services are intended to help South African businesses. However, due to the nature of the internet, the website may still be accessed overseas. We make no representation that our website or its contents comply with legislation, including intellectual property laws, of any country outside South Africa. If you access our website from outside South Africa, you do so at your own risk, and are solely responsible for complying with the laws of the jurisdiction where you access our website.

### Consent

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By accessing and/or using our website, you agree to our Terms of Use and Privacy Policy ("Terms") available on our website. Please read these Terms carefully and immediately cease using our website if you do not agree to them.

### Variations

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We may, at any time, and at our discretion, vary these Terms by publishing changes to our website. We recommend you check our website regularly to ensure you are aware of our current Terms.

All materials and information on this website ("Content") are subject to change without notice. We do not undertake to keep our website up-to-date, and we are not liable for Content that is inaccurate or out-of-date.

## License to use our Website

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We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our website in accordance with these Terms. All other uses are prohibited without our prior written consent.

## Prohibited Conduct

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You must not do or attempt to do anything that is unlawful or prohibited by any laws applicable to our website, which we would consider inappropriate, or which might bring us or our website into disrepute, including without limitation -

- i. Anything that would constitute a breach of an individual's privacy, including uploading private or personal information without consent, or any other legal right.
- ii. Using our website to defame, harass, threaten, menace, or offend any person.
- iii. Interfering with any person using our website.
- iv. Tampering with or modifying our website, knowingly transmitting viruses or other disabling features, damaging, or interfering with our website, including without limitation using trojan horses, viruses, or programming routines that may cause damage or interfere with our website.
- v. Using our website to send unsolicited email messages; or
- vi. Facilitating or assisting a third party to do any of the above acts.

## Exclusion of Competitors

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You are prohibited from using our website, including the Content, in any way that competes with our business.

## Information

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The Content of this website is not comprehensive and is for general information purposes only. It does not consider your specific needs, objectives, or

circumstances, and does not constitute Advice. While we use all reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

## Intellectual Property Rights

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Unless otherwise indicated, we own or licence all rights, title, interest, and intellectual property rights in our website, and all the Content. Your use of our website, access to or use of any Content, does not grant or transfer to you any rights, title, or interest in our website or the Content.

You must not

- i. Copy or use, in whole or in part, any Content
- ii. Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any Content to a third party; or
- iii. Breach any intellectual property rights connected with our website or Content, including without limitation altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

## User Content

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You may be permitted to post, upload, publish, submit, or transmit relevant information and content (“User Content”) on our Website.

You agree that you are solely responsible for all User Content that you make available on or through our website.

You represent and warrant that

- i. You are either the sole and exclusive owner of all User Content, or you have all rights, licences, consents, and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- ii. Neither the User Content, nor the posting, uploading, publication, submission, or transmission of the User Content, or our use of the User Content on, through or by means of our website, will infringe, misappropriate, or violate a third

party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for any User Content. We may, at any time, at our sole discretion, remove any User Content.

## Third Party Websites

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Our Website may contain links to websites operated by Third Parties. Unless expressly stated otherwise, we neither control, endorse, approve, nor take responsibility for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

## Discontinuation

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We may, at any time and without notice to you, discontinue our website, in whole or in part. We may also exclude any person from using our website, at any time, and at our sole discretion. We are not responsible for any liability you may suffer arising from, or in connection with, any such discontinuation or exclusion.

## Warranties & Disclaimers

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To the maximum extent permitted by law, we make no representations or warranties about our website, or the Content, including without limitation that

- i. They are complete, accurate, reliable, up-to-date, and suitable for any particular purpose
- ii. Access will be uninterrupted, error-free, or free from viruses; or
- iii. The website will be secure.

## Limitation of Liability

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To the maximum extent permitted by law, we are not responsible for any loss, damage, or expense, howsoever arising, whether direct or indirect, and/or whether

a present, unascertained, future, or contingent liability suffered by you or any third party, arising from or in connection with, your use of our website, and/or the content, and/or any inaccessibility of, interruption to, or outage of, our website, and/or any loss or corruption of data, and/or that the Content is incorrect, incomplete, or out-of-date.

## Indemnity

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To the maximum extent permitted by law, you must indemnify us, and hold us harmless against any liability suffered by you, arising from, or in connection with your use of our website, or any breach of these Terms or any applicable laws. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms.

## Termination

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These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms, and limitations of liability set out in these Terms, will survive.

## Disputes

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In the event of any dispute arising from, or in connection with, these Terms ("Dispute"), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution.

Within seven days after receiving the notice, the parties must, through representatives with the authority to reach a resolution on behalf of the party, meet at least once to attempt to resolve the Dispute, or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged.

If the parties do not resolve the Dispute, or agree on an alternate method to resolve the Dispute, within twenty-one days after receipt of the notice, the Dispute may be referred by either party, by notice in writing to the other party, to litigation.

## Severance

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If a provision of these Terms is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision, in whole or in part, that provision, or that part of that provision, is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or other provisions in these Terms.

## Business Sale

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If our business is bought or sold, we reserve the right to transfer the website to the new owner as part of the business sale without notifying you. Subscribers to our services will be notified.

## Jurisdiction

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Your use of our Website and these Terms are governed by the laws of South Africa. You irrevocably and unconditionally submit to the exclusive jurisdiction of the South African courts, and waive any right to object to proceedings being brought in those courts.

## Contact

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For questions or notices, please contact us at [info@worktrainer.co.za](mailto:info@worktrainer.co.za)