



# TERMS OF USE

## (Terms and Conditions or Terms of Service)

### *RULES AND GUIDELINES FOR USING THE PD GLADES LEARNING PORTAL*

**Summary:** Your account may only be used by you, or for an organisation account, authorised personnel in the organisation. You are responsible for the security of your account. You will not use the site in a way that violates any laws, infringes anyone's rights, is offensive or interferes with the site. You will not use the Site in a way that violates any laws or these terms, infringes anyone's rights (including but not limited to intellectual property rights), is offensive, or interferes with the Site or its features.

#### **Detail: Your account**

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#### **Your use of the site**

You will not use the site in a way that violates any laws, infringes anyone's rights, is offensive or interferes with the site.

#### **Your Use of the Site**

You will not use the Site in a way that violates any laws or these terms, infringes anyone's rights (including but not limited to intellectual property rights), is offensive, or interferes with the Site or its features. For example, you will not use the Site in a way or provide Content to the Site that:

- infringes, misappropriates, or violates any third party or PD Glades intellectual property rights;
- is defamatory, libelous, threatening, harassing, harmful to minors, or pornographic;
- contains hateful, abusive, obscene, or violent content;
- attempts to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer, or database connected to the Site;
- generates or facilitates sending unsolicited email or deploys any robot, spider, or site/search retrieval application;
- contains or distributes any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data, or information;

- attempts to or does mine or forge cryptocurrencies, enable illegal file sharing; or
- restricts or inhibits any other user from using the Site by "hacking", "cracking", "spoofing", or defacing any portions of the Site.

### **Disclaimer of Warranties**

Except as expressly agreed otherwise in a signed agreement between you and PD Glades:

The site, any content on the site, and any software or services provided on the site are provided "as is" and PD Glades provides no warranties express, implied or statutory, including, without limitation, the implied warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose. PD Glades makes no warranties that the site will be secure or that access and use of the site will be error-free without interruptions, crashes, or downtime.

PD Glades may change or discontinue part or all of the Site or any Content at any time.

### **Limitation of Liability & Indemnity**

Except as expressly provided otherwise in a signed agreement between you and PD Glades:

In no event will PD Glades be liable for any direct, indirect, special, incidental or consequential damages whether such damages are alleged as a result of tortious conduct or breach of contract or otherwise, even if pd glades has been advised of the possibility of such damages under or in connection with these terms, including but not limited to the site, your access to or use of (or your failure to gain access to or use of) the site, any content provided on the site, or any services provided on the site.

Notwithstanding anything to the contrary contained in these terms, the maximum liability of PD Glades in aggregate for all claims made against pd glades in contract, tort, or otherwise under or in connection with these terms will not exceed R100.

This statement does not affect any liability which cannot be excluded or limited under applicable law.

You will defend and indemnify PD Glades from and against any and all damages, costs, losses and expenses (including reasonable attorney fees) incurred as a result of any claim, suit or proceeding brought against PD Glades in relation to Your Content, or as a result of any use or misuse of the Site by you.

### **Waiver, Severability**

The failure of PD Gades to exercise or enforce any right or provision of these terms does not constitute a waiver of such right or provision. If any provision of these terms is held to be unenforceable, that provision will be modified so as to be enforceable, or if such modification is not possible, will be removed and the remaining provisions will remain in full force.

