

TERMS OF USE – WWW.SOETLIEF.CO.ZA

1. INFORMATION ABOUT US

Company Name	:	MySoetlief (Pty) Ltd
Registration number	:	2019/045511/07
Registered Address:	:	Succeed House, Momentum Golf Village, Somerset West, 7130 ("Premises")
Postal Address	:	Suite 280 Private Bag x15, Somerset West, 7129
Contact details	:	info@soetlief.co.za or 0861 51 152
Contact details for purposes of these Terms of Use	:	Succeed House, Momentum Golf Village, 2 de Beers Avenue, Somerset West, 7130

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2. TERMS OF PORTAL USE

- 2.1. These terms of use (“**Terms of Use**”), including the documents referred to herein, makes provision for the terms and conditions applicable to all who use our portal <http://www.soetlief.co.za> (“**our portal**”);
- 2.2. **Before making use of our portal, please read these Terms of Use carefully. By accessing our portal (which includes, visiting, registering, purchasing or accessing a program) you accept and agree to all the covenants and conditions imposed in this agreement;**
- 2.3. By accessing and using this portal, you agree that you have read, understand and agree to these terms;
- 2.4. We recommend that you print a copy of these Terms of Use for future reference;
- 2.5. If you do not agree to these Terms of Use, we advise that you refrain from making use of our portal.

3. OTHER APPLICABLE TERMS

- 3.1. These Terms of Use refer to the following additional terms, which also apply to your use of our portal:
 - 3.1.1. Our [Privacy Policy](#), which sets out the terms on which we process any Personal Information;
 - 3.1.2. Our [Terms of Service](#) which is relevant to the services we supply.

4. ABOUT THE PORTAL

- 4.1. **Portal:** <http://www.soetlief.co.za/> is an Internet and learning management portal owned and operated by MYSOETLIEF (PTY) LTD (“**we**”, “**us**”, “**our**”).
- 4.2. **Soetlief** is our brand name for our e-learning and online training portal. Our training portal offers online social and emotional skills programs aimed at equipping children and their parents with practical steps and tools to identify, communicate and control emotions (except for anger which is not viewed as an emotion) in order to attain and maintain positive healthy personal relationships.
- 4.3. The Soetlief online program **consists of** content, graphic depictions, overviews, information, sets of related activities and instructions.
- 4.4. The Soetlief online program is there to **facilitate** by what is defined as EI (emotional intelligence) and is an attempt to explain it in a child friendly manner for the child to understand and learn ways to control and deal with emotional and social challenges.
- 4.5. The Soetlief online program is **aimed at** creating awareness of emotional and social skills and aim to guide and facilitate the child towards the discovery / identification of emotional and social behaviour.
- 4.6. Soetlief can be viewed as online training programs where the registered user (parents or child) gains knowledge of the content, that can be transferred to thinking different and influencing behaviour.

5. CHANGES TO THESE TERMS

- 5.1. The term(s) hereof may be amended any time. Such amendments will be applicable when published on our portal.
- 5.2. As they are binding on you, please check the Terms of Use from time to time to note any amendments.

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6. CHANGES TO OUR PORTAL

- 6.1. We may update our portal and Content from time to time.
- 6.2. Unless otherwise agreed to under our terms of service, we may stop publishing on our portal at any time. This may be done without notice and we will not be responsible for any consequences that result therefrom.

7. ACCESSING OUR PORTAL

- 7.1. Access to our portal is made available free of charge.
- 7.2. Access to our services will be subject to certain charges which will be presented to you subsequent to registration as a user of the services.
- 7.3. We do not guarantee that our portal or any content on it, will always be available or be uninterrupted or error free. Access to our portal is permitted on a temporary basis. We will not be liable to you, if for any reason, our portal is unavailable;
- 7.4. **Minimum requirements:** minimal requirements will be stipulated in our terms of services (if any).;
- 7.5. You are responsible for the arrangements necessary for you to have access to our portal. This includes, but is not limited to, mobile data and the costs associated with it;
- 7.6. We do not guarantee that our portal will function on any particular hardware or devices. Use of our portal may also be subject to malfunctions and delays inherent to the use of the Internet and electronic communications;
- 7.7. You are responsible for ensuring that all persons who access our portal through your Internet connection are aware of these Terms of Use, and that they comply accordingly;

8. RIGHTS GRANTED TO YOU

- 8.1. Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access, and use our portal and the Content at any time solely for your personal and non-commercial use. Use of any Program Material will be subject to our terms of service.
- 8.2. We reserve any rights not expressly granted herein.

9. PROHIBITED USES

You may not use our portal or Content:

- 9.1. in any way that breaches any applicable local, national or international law or regulation;
- 9.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 9.3. to transmit, or procure the sending of, unsolicited or unauthorised advertising, promotional material or any other form of similar solicitation (for example: *Spam*).
- 9.4. to knowingly transmit/send viruses, *Trojan horses*, *worms*, *time-bombs*, *keystroke loggers*, *spyware*, *adware* or any other harmful programs.; or
- 9.5. to gain unauthorised access, interfere with, damage or disrupt any part of our portal and the equipment or network on which the portal is stored.
- 9.6. "Deep-linking", "embedding" or using analogous technology is strictly prohibited.

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You may further not

- 9.7. make any speculative, false or fraudulent purchase(s);
- 9.8. remove any copyright, trademark or other proprietary notices from our portal or any Content;
- 9.9. reproduce, copy, modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our portal or any part thereof or the Content or Program Material;
- 9.10. decompile, reverse engineer or disassemble our portal or any Content;
- 9.11. cause or launch any programs or scripts for the purpose of *scraping, mirroring, indexing, surveying, or otherwise data mining* any portion of our portal;
- 9.12. unduly burdening or hindering the operation and/or functionality of any aspect of our portal;
- 9.13. frame our portal;
- 9.14. access or use our portal or the Content through automated means, including but not limited through the use of *robots, spiders, or offline readers*;); or
- 9.15. attempt to gain unauthorized access to or impair any aspect of our portal and its related systems or networks.
- 9.16. Incorporate e-mail addresses, names, telephone numbers and fax numbers published on our portal into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is not an “opt-in” / permission from us to utilise the information.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All Intellectual Property available on the portal is the property of or licensed to us and may not be used outside the licensed terms as set out under these Terms of Use;
- 10.2. Further terms and conditions related to the intellectual Property of our Program Materials will be confirmed in the Terms of Service;
- 10.3. You may draw the attention of others to content posted on our portal or by sharing it via social networks or other means available;
- 10.4. For any re-use or distribution of the Content or Program Material, as per the limited license, you must draw others’ attention to these Terms of Use;
- 10.5. You must not modify the copies of any Content you have printed off or downloaded from our portal. Any illustrations, photographs, video or audio sequences or graphics which accompany text, may not be used separately from the text nor may you claim that it is yours;
- 10.6. We must always be acknowledged as the authors of the Content on our portal;
- 10.7. Unless otherwise agreed to under these Terms of Use, we do not grant you any rights:
 - 10.7.1. in or related to our portal or the Program Materials (i.e. clause 8 above); or
 - 10.7.2. to use our business names, logos, trademarks or those of our licensors (registered or un-registered).
- 10.8. We would be pleased to consider requests for permission to disseminate or use the Program Materials outside the scope of the granted license. No permission is given unless it is provided in advance and in writing by us. To obtain approval, please contact send an e-mail to info@soetlief.co.za, subject “*Permission Request*”.

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11. LIMITATION OF OUR LIABILITY: **IMPORTANT** NOTICE:

- 11.1. We provide our portal on an “AS-IS” and “AS-AVAILABLE” basis to the extent permitted by law and for registered member use only. We EXCLUDE all conditions, warranties, representations or other terms which may apply to our portal or any content on it, whether express or implied. We also make NO REPRESENTATION, GUARENTEE or WARRANTY regarding the timelines, quality, reliability, suitability, or availability of our portal;
- 11.2. Neither our portal nor the Program Provider can be held responsible for any mistakes in printing or faulty instructions contained within the Program Material;
- 11.3. YOU AGREE that it is within your sole discretion to use our portal and/or the Program Materials and that the entire RISK arising out of your use remains solely with you – to the MAXIMUM EXTENT permitted under any applicable law. YOU ALSO AGREE that you will INDEMNIFY us against any claim, demand, damage, costs, loss or liability (including reasonable attorneyfees) related to your use of our portal and/or Programs;
- 11.4. We, our owners, directors, employees, partners and agents shall NOT be LIABLE for any direct, indirect, incidental, special, or consequential DAMAGES caused by accessing/using our portal or Program Materials;
- 11.5. You AGREE to INDEMNIFY and HOLD us, our directors, partners, employees and agents HARMLESS from all claims, demands, losses, liabilities and expenses (including attorney own client fees), arising out of or in connection with (I) YOUR BREACH or VIOLATION of any of these TERMS of USE; and/or (II) YOUR VIOLATION of the RIGHTS of any THIRD PARTY, including our Third-Party Providers;
- 11.6. The LIMITATIONS and DISCLAIMER in this clause 12 DOES NOT LIMIT YOUR LIABILITY or ALTER your RIGHTS as a CONSUMER that cannot be excluded under any applicable law.

12. SECURITY

- 12.1. We are under no obligation to provide security on our portal. Nevertheless, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our portal are completely secure at all times;
- 12.2. To provide adequate security to all our Users, and to monitor activities prohibited under [section 86](#) of the ECT Act, you agree to our right to intercept, monitor, block, read, delete or access all data sent to our portal or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications. This is subject to the conditions as set out under the RIC Act;
- 12.3. It is our policy to virus check documents and files before they are uploaded to our portal. Despite this, we cannot guarantee that documents or files downloaded from our portal will be free from viruses. We do not accept any responsibility for any damage or loss caused by any virus. For your own protection, you must use virus-checking software when using our portal. You agree not to upload or provide, through our portal, any document or file which may contain a virus. You must virus check any document or file which upload or provide to our or our portal.

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13. LINKING TO OUR PORTAL

- 13.1. You may link to our portal from your portal or other social media page, but only to our Homepage. Such linking must be in a way that is fair, legal and does not damage our reputation, take advantage of it or breaches any provision of these Terms of Use;
- 13.2. No link may be established in such a way that suggests any form of association, approval or endorsement on our part, where none exists;
- 13.3. No link to our portal may be provided in any portal that is not owned by you;
- 13.4. We reserve the right to withdraw linking permission without notice.

14. HYPERLINKS FROM OUR PORTAL

- 14.1. Where our portal or the Content, including Program Materials contains links to other portals, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party portals. We do not endorse or approve of the operators and/or/owners of those third-party portals, and material on those third-party portals. In no event shall we be responsible or liable for any portals and portals such third party providers;

15. SOCIAL MEDIA

- 15.1. **Social networks:** You agree that when accessing, using, posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, Twitter, LinkedIn, Instagram) or any other facility made available by us, you will –
 - 15.1.1. not use it in any improper or unlawful manner or in breach of any license that applies to you;
 - 15.1.2. not harass others or disclose personal information about other;
 - 15.1.3. not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;
 - 15.1.4. not submit, post or upload files, without consent, that contain software or other material, the intellectual property rights of which are owned by any third party, or that is protected by rights of privacy or publicity of any third party;
 - 15.1.5. not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;
 - 15.1.6. not impersonate any person or entity or falsely misrepresent yourself in any way;
 - 15.1.7. not promote any illegal activity;
 - 15.1.8. not use software to harvest information from the social media network page;
 - 15.1.9. not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - 15.1.10. not submit, post or upload any content or materials or otherwise do anything in breach of the social media platform's Terms of Use/ Terms and Conditions;
 - 15.1.11. abide to the particular social media platform's Code of Conduct or Community Guidelines or any other similar rules and guidelines.

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- 15.1.12. You agree that you will be solely responsible for all content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content");
- 15.1.13. You acknowledge and agree that, although we are not obligated, we may monitor the content on the social media platform page(s). This includes, but is not limited to, deleting from the said page without notice, any content of whatever nature, for any or no reason.
- 15.1.14. Social media is not a medium for conflict resolution or lodging complaints. Complaints must be e-mailed to support@soetlief.co.za.

16. FORMATION AND VALIDITY OF THIS AGREEMENT

You agree that:

- 16.1. these Terms of Use are valid, binding and enforceable and concluded in Somerset West, Western Cape, South Africa, the moment you access/ view our portal;
- 16.2. if any term of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this agreement.

17. BREACH, SUSPENSION AND TERMINATION

- 17.1. Kindly take note that it is within our discretion to determine whether, through your use, there has been a breach of these Terms of Use. When a breach occurs, we may take such action as we deem appropriate;
- 17.2. We specifically exclude any liability for our actions taken in response to any breach of these Terms of Use;
- 17.3. All costs, charges and expenses which may be incurred by us in enforcing our rights in terms hereof, shall be recoverable from you if the above rights are successfully enforced. These costs, charges and expenses include, without limitation, legal costs on the scale as between an attorney and own client and collection commission and is irrespective of whether any action has been instituted;
- 17.4. No relaxation or indulgence, by either one of us, shall constitute a waiver of the rights of that party. It also shall not preclude that party from exercising any rights which may have arisen in the past or may arise in future;
- 17.5. Any provision under these Terms of Use which contemplates performance or observance, after any termination or expiration of these Terms of Use, shall survive any termination or expiration and shall continue in full force and effect.

18. APPLICABLE LAW AND JURISDICTION

- 18.1. These Terms of Use are governed by the laws of the Republic of South Africa.
- 18.2. Subject to clause 20.3 below, any dispute arising in relation to these Terms shall, be referred to mediation (as per a mediator agreed to by both parties). If no mediator is agreed to, then the dispute shall be referred to arbitration in Cape Town at a venue of our choice. The Uniform Rules of the High Court of South Africa apply;

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- 18.3. Subject to clause 18.1 above, the parties further agree to the exclusive jurisdiction of the Western Cape High Court, Cape Town, which shall have exclusive jurisdiction over any dispute that may arise from these Terms of Use.
- 18.4. Kindly take note that no term, condition and/or provision of these Terms of Use is intended to limit any right to settle a dispute in terms of the CPA (to the extent applicable) using the mechanisms provided for herein.

19. ELECTRONIC COMMUNICATION AND CONTACT

- 19.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises;
- 19.2. A Data Message is deemed to be **sent**:
- 19.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
- 19.2.2. **By you**, at the time when we confirm receipt (excluding an automated response) thereof;
- 19.3. A Data Message is deemed to be **received**:
- 19.3.1. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated as such by us; and
- 19.3.2. **By you**, once it enters your information system;
- 19.4. As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use;
- 19.5. **Attribution of Data Messages** – You agree and warrant that any Data Message sent from any computer or device that is owned by you or programmed by you to us was sent by you;
- 19.6. **Expression of Intent – use of our portal**: For purposes of electronic communications between you and us no electronic signature is required. The mere browsing of our portal demonstrates your intent to be a party to this Terms of Use.

20. CONTACT US

- 20.1. **Portal functionality or any other recommendations**: Send us an email at support@soetlief.co.za or make use of our Suggestion/Feedback box;
- 20.2. **Questions or queries**: You can contact us by sending an e-mail:
*For technical queries: support@soetlief.co.za; For billing queries: billing@soetlief.co.za ;
For general queries: info@soetlief.co.za; or by using our **Suggestions/Feedback Box**.*
- 20.3. **Complaints**: We kindly request that you contact us first should you have any complaints or any other related issues and queries. It is important to us that you are satisfied with the service we provide. Please send us an email at support@soetlief.co.za. We shall of program reply to your complaint as soon as practically possible, but we stand under no legal obligation to resolve such complaint;

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20.4. Legal Documentation or Notices:

- 20.4.1. Physical address: our **Premises**;
- 20.4.2. Email: support@soetlief.co.za (subject: "LEGAL");
- 20.4.3. Marked for the attention of: **Managing Director**;

20.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address. If delivery to the aforesaid addresses is not successful, you agree that we can then use such contact details as we may find on the Internet about you;

20.6. Any notice to you, or us, which is:

- 20.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 20.4.1 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
- 20.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, if it has been delivered to a responsible person during ordinary business hours; or
- 20.6.3. sent by a Data Message to the addressee shall be deemed to be received as per clause 19.3 above;

20.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us.

21. DEFINITIONS

Unless context indicates otherwise, the following definitions will apply to the Terms of Use:

- 21.1. **Consumer** shall have the same meaning attributed to it in terms of the CPA.
- 21.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our portal;
- 21.3. **CPA** means the Consumer Protection Act, Act 68 of 2008;
- 21.4. **Programs Material** means content that this program and/or module specific;
- 21.5. **Program Provider** means MySoetlief (Pty) Ltd and its licensors;
- 21.6. **Program Supervisor** means any supervisory body through which the Registered User has gained authorised access to the Programs and Modules on the Portal;
- 21.7. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- 21.8. **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
- 21.9. **Intellectual Property** means but is not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including our portal's look and feel), inventions, trademarks, tables and compilations of data which are created, invented and/or developed, registered or unregistered in our portal and Content;
- 21.10. **Materials** means Programs provided by authors ("Third Party Providers");
- 21.11. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 21.12. **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;

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- 21.13. **Registered User** means the person/learner who has been supplied with a username and password by onlineacademy.co.za;
- 21.14. **RIC ACT** means the [Regulation of Interception of Communications and Provision of Communication Related Information Act, Act 70 of 2002](#)
- 21.15. **Users** means those who access and use of our portal.
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