



Website Terms and Conditions of Use

Please read this USER AGREEMENT carefully. It contains important contractual rights, obligations and conditions between you and Milpark Education. Your acceptance of the terms of this USER AGREEMENT is required for your continued use of this web site.

USAGE

1. Persons (User(s)) using the Milpark Education website for any reason whatsoever, subject themselves to and agree to these terms and conditions and privacy policy of Milpark Education when accessing this web site.
2. The Milpark Education website [is only intended to provide the user with information regarding its products and services] / [consists of information, content and services provided by Milpark Education, its licensor(s), third parties and users of the Milpark Education web site.
3. Milpark Education expressly reserves the right, in its sole and absolute discretion, to amend this agreement.
4. Milpark Education expressly reserves the right, in its sole and absolute discretion, to remove, alter, modify, supplement and/or restrict access to the services, content, information, software, or file(s) appearing on or transmitted through the Milpark Education web site.
5. Any information and/or content appearing on or transmitted through the Milpark Education web site does not constitute advise and you, the user, are encouraged to consult with your professional advisor before acting on any information or content appearing on or transmitted through the Milpark Education web site.
6. Nothing on this website shall be construed as an offer by Milpark Education to you, the user, but merely an invitation to do business.

INTELLECTUAL PROPERTY RIGHTS & LICENSE

7. All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Milpark Education, and as such, are protected from infringement by domestic and international legislation and treaties.
8. All rights not expressly granted are reserved. The intellectual property rights in all content, information, services and/or software vesting in Milpark Education shall continue to vest in Milpark Education and no right, title or interest in any proprietary material or information contained in this website is granted to you.
9. Milpark Education grants to you, the user, a personal, non-exclusive, non-assignable and non-transferable license to use, print and display all content, information, software, or file(s) on any machine(s) of which you, the user, are the primary user for non-commercial purposes only.
10. You, the user, are prohibited from sublicensing, assigning or transferring this license to any person.

11. Without derogating from the above, you, the user, may designate family members to use and access the information, content or services on the Milpark Education web site subject to the terms of this User Agreement.

12. Unauthorised copying of content, information, software, or file(s), including content, information, software, or file(s) that have been amended, modified, combined or included with such content, information, software, or file(s), or the written materials associated therewith is expressly prohibited.

13. Any unauthorised copying and/or sublicensing, or attempt at copying and/or sublicensing, assignment or transfer of this agreement, shall result in the immediate termination of this agreement by Milpark Education without notice

14. You, the user, shall be responsible for all use of the information, content or service accessed through your user account, which may be determined by cookies, password(s) or authentication certificate(s).

15. You, the user hereby ratify, guarantee and agree to be personally liable for any and all obligations entered into or assumed by others who use the information, content or services through your user account.

16. You, the user, hereby acknowledge that certain information, content, service and/or links may contain objectionable images, materials, content or information.

17. Except as expressly permitted in this User Agreement, neither you, the user, nor your designated users may reproduce, redistribute, retransmit, publish or otherwise transfer, or commercially exploit, any information, software or other content which they receive or access through the Service

ELECTRONIC COMMUNICATIONS

18. By using this website or communicating with Milpark Education by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

CHANGES AND AMENDMENTS

19. This website may include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information herein and these changes will be incorporated in any new editions of this website. Milpark Education reserves the right to make improvements and/or changes or amendments to this website at any time.

20. Milpark Education reserves the right to change and amend the prices and rates quoted on this website without any notice.

TRANSMISSION OF INFORMATION

21. The user acknowledges that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception. The user is therefore discouraged from transmitting to Milpark Education any information that may be confidential, proprietary, or sensitive. The user shall bear all risk of transmitting such information in this manner and under no circumstances will Milpark Education be liable for any loss, harm, or damage suffered by the user as a result thereof. Milpark Education reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Milpark Education deem it necessary.

22. Any information or material sent to Milpark Education will be deemed not to be confidential, unless otherwise agreed in writing by the user and Milpark Education.

LINKING AND FRAMING

23. It is expressly prohibited for any person, business, entity or website to link to any page on this website, including the home page, without the prior written approval of Milpark Education.

24. It is expressly prohibited for any person, business, entity, or website to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of Milpark Education.

SEARCHING TECHNOLOGY

25. The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted without our written consent.

LINKS TO THIRD PARTY SITES

26. Milpark Education provides links to the user only as a convenience and the inclusion of any link does not imply Milpark Education's endorsement of such sites.

27. Linked websites or pages are not subject to the control of Milpark Education. Milpark Education shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website

SECURITY

28. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and in the event that Milpark Education should suffer any damage or loss, civil damages will be claimed.

WARRANTY

29. You, the user, warrants that you use the Milpark Education web site at your own risk.

30. You, the user, acknowledge that no implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy has been given by Milpark Education, its information providers, licensors, suppliers, employees, agents, and Internet service providers providing access to the Milpark Education web site.

31. This website and the information, content and/or services are provided "as is" and Milpark Education makes no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing, Milpark Education, its information providers, licensors, suppliers, employees, agents, and Internet service providers providing access to the Milpark Education web site does not warrant that the website or information will be error-free or will meet any particular criteria of performance or quality, other than those warranties that are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this User Agreement.

32. Whilst Milpark Education has taken reasonable measures to ensure the integrity of this website and its contents, no warranty, whether express or implied is given that any files, downloads or applications available via this website are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

RISK & LIMITATION OF LIABILITY

33. The user's use of this website and the information contained therein is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof. Neither Milpark Education, its affiliates, or their shareholders, agents, consultants or employees will be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, this website or the information contained therein.

34. While all reasonable steps have been taken to ensure the accuracy and safety of the Milpark Education website, the use of the products or services advertised on this website are used at the user's own risk. The user accepts full responsibility and risk of any injury, damage, or loss resulting from the use thereof. Milpark Education will not be liable for any personal or physical damage or loss, howsoever caused, whether directly or indirectly, resulting from the use of the Milpark Education website.

SEVERABILITY

35. These Terms and Conditions of Use constitute the entire agreement between Milpark Education and you, the user of this website. Any failure by Milpark Education to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

36. In the event that any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

APPLICABLE LAW

37. This User Agreement is concluded in the Republic of South Africa, and shall be governed by and construed in accordance with the laws of the Republic of South Africa and the jurisdiction of the South African courts. The parties hereto acknowledge that they are barred from instituting any action or legal proceeding or process more than one year after the day on which the claim or cause of action arose.

CONTACT INFORMATION

38. If you have any questions, queries or wish to request permission to use any part of this website, including, linking, framing, or searching, please contact us at:

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