

TERMS AND CONDITIONS

You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including committing a criminal offence gaining unauthorised access to other computer systems, or transmitting unlawful material.

We furthermore draw your attention to section 11 of the Electronic Communications and Transactions Act (Act 25 of 2002) read together with the common law of South Africa in terms whereof these terms and conditions are valid, binding and enforceable against any and all persons that access the Kimberley International Diamond and Jewellery Academy (KIDJA) website, web pages or any part thereof.

If you do not wish to be bound by these terms and conditions or do not deem it applicable to yourself you must leave the Kimberley International Diamond and Jewellery Academy website immediately.

DEFINITIONS AND INTERPRETATION

- The Kimberley International Diamond and Jewellery Academy website - means the website, owned and operated by the KIDJA, located at: <http://www.Kidja.co.za> including any page, part or element thereof.
- KIDJA - means the Kimberley International Diamond and Jewellery Academy.
- User - means any person who enters or use the KIDJA website, notwithstanding the fact that such a person only visits the home page of the KIDJA website.
- The terms "we", "us" or "our" – means KIDJA
- The term "you" – means user
- References herein to the singular includes the plural and vice versa, and reference to any one gender includes the other gender,
- Clause headings in this document are included for reference purposes only and will not affect the interpretation of the provisions to which they relate.

PRIVACY

We are committed to protecting your privacy and accordingly KIDJA shall take all reasonable steps to protect the personal information of users and for the purpose of this clause, "personal information" shall be defined as detailed in the promotion of Access to Information Act 2 of 2000.

Type of information collected:

Every computer connected to the internet is given a domain name and a set of numbers that serve as that computer's "Internet Protocol" (IP address). When a visitor requests a page from a website, the web server may record that visitor's domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed our site. We may use this information to examine traffic in aggregate.

From time to time we may save a "cookie" on your computer. A cookie is a small text file sent from our web server that is saved on your hard drive via your internet browser. A cookie cannot read data from your computer hard disk or read cookie files created by other websites. Cookies do not damage your system. We may use cookies to identify which areas of the site you have visited in order to monitor and improve our site or to improve your user experience of the site. You can choose whether to accept cookies by changing the settings of your internet browser. You can reset your browser to refuse all cookies, or allow your browser to show you when a cookie is being sent. If you choose not to accept these cookies, your experience at our site and other websites may be diminished and some features may not work as intended.

We will only use or disclose your personal information for the purpose for which it was collected unless:

- you have consented to its further use or disclosure;
- you would reasonably expect us to use or disclose it in such a way; or
- we are required by law or are otherwise compelled to disclose such information.

EXCLUSION OF LIABILITY

You expressly agree that the use of this website is entirely at your own risk. The website and all its contents are provided on an "as is" basis and have not been compiled to meet each user's individual requirements. It is the responsibility of the user to ensure that the website is compatible with the user's computer hardware and/or software. KIDJA makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website. KIDJA does not warrant that the website's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

KIDJA, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by

the user, which arises directly or indirectly from reliance of the website and/or its content.

KIDJA, its agent or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where KIDJA is expressly advised thereof.

You will indemnify KIDJA, its owners, directors, employees, officials, agents, suppliers or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

Information, ideas, and opinions expressed on the KIDJA website should not be regarded as professional advice or the official opinion of KIDJA and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas, or opinions expressed on the KIDJA website. KIDJA will not be liable in any manner whatsoever for loss of life, injury or damage to any person or thing which may occur as a result of the use of the information, ideas and opinions.

KIDJA does not make any warranties or representations that the KIDJA website shall be available at all times. Users acknowledge that the KIDJA website may be unavailable due to updates or other causes beyond the reasonable control of KIDJA, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."

CHANGES AND AMENDMENTS

We expressly reserve the right, in our sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice. We reserve the right to change and amend any information, including prices and rates quoted as well as the terms and conditions in this website without any notice. We reserve the right to change the terms, conditions and notices under which the website is offered, including but not limited to the charges associated with the use of our websites.

INTELLECTUAL PROPERTY RIGHTS

KIDJA retains copyright in the website and all current and future content displayed on the website which is not owned by third parties which include, but is not limited to, content trademarks, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons, and hyperlinks.

No person may use logos, icons or trademarks from the KIDJA website as hyperlinks or other purposes without KIDJA's prior written consent.

EXTERNAL LINKS AND ADVERTISING

Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.

Wherever third party advertising or promotional material is displayed on this website, this should not be construed as KIDJA endorsing or creating any relationship between KIDJA and that third party. Reliance on any such material is entirely at your own risk.

You may not create a link to this website from another website or document without KIDJA's prior written consent.

APPLICABLE AND GOVERNING LAW

This website is owned and operated within the Republic of South Africa and therefore these terms and conditions are governed by the laws of the Republic of South Africa.

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