

## Terms and Conditions

THE USE OF THE BSE WEB SITE IS SUBJECT TO THESE TERMS AND CONDITIONS. ACCESSING AND USING THE BSE WEB SITE OR ANY PART THEREOF IMPLIES THAT YOU ("USER") AGREE TO THE TERMS AND CONDITIONS BELOW.

### DEFINITIONS

- 1.1 "Agreement" means this agreement, which by reference incorporates all other annexures and/or documents;
- 1.2 "Content" means, but not limited to text, graphics, images, videos, icons, links and other similar material on the Web site;
- 1.3 "Intellectual Property" means copyright (including but not limited to literary-, artistic-, musical-works, photographs, computer programs and sound recordings), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets and design rights (including all applications);
- 1.4 "BSE" means Business School of Excellence (Pty) Limited, with registration number 2008/1037;
- 1.5 "The BSE web site" means this Web site and all its pages and Content, owned and operated by BSE and located at [www.bse.com.na](http://www.bse.com.na)
- 1.6 "BSE Software" means the software available from the BSE Web site;
- 1.7 "User" means any person referring to and/or making use of the BSE web site, directly or indirectly, in whatsoever capacity.

### ABOUT US

- 2.1 Company name: Business School of Excellence (Pty) Ltd.
- 2.2 Directors:
  - 2.2.1 Mr JA Breed
  - 2.2.2 Mr JJ Kitshoff
  - 2.2.3 Ms CR Kasingo
  - 2.2.4 Mr FJ Oosthuizen
- 2.3 Physical & Postal Address: Unit 3 F&G, Yang-Tze Village, c/o Dr. Sam Nujoma Drv & Nelson Mandela Ave, Klein Windhoek, Windhoek  
Private Bag 12006  
Ausspannplatz  
Windhoek
- 2.4 Tel number: +264 61 247 879
- 2.5 Fax number: +264 61 247 043
- 2.6 Email: [info@bse.com.na](mailto:info@bse.com.na) (email address you can use if you have questions or problems with regards to the BSE web site)

## 2.7 Type of Business: Private education and training provider

### LIMITED LICENSE TO USERS

- 3.1 BSE grants to the User (general and registered User), subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 3.2 This Web site and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of BSE.
- 3.3 The User may not:
  - 3.3.1 collect product or service listings, descriptions or other information displayed on the BSE Web site, and allow any derivative use or reproduction of the BSE Web site or the Content for the benefit of another party.
  - 3.3.2 frame nor use framing technologies to enclose the BSE Web site or the Content nor any part thereof; or
  - 3.3.3 “mirror”, data mine, by way of , but not limited to, robots, crawlers or other similar programs, or cache the BSE Web site without the express written consent of BSE.
  - 3.3.4 reverse engineer, modify, re-distribute, decompile or create a derivative work of the BSE Web site or software, or any part thereof without prior written authorisation from BSE;
  - 3.3.5 use the BSE Web site’s communication facilities for purposes of unsolicited communications (“Spam”) or to send or publish any content that is in violation of any law or that is obscene, defamatory, racist or offensive of nature or which may result in the infringement of intellectual property;
  - 3.3.6 assign, transfer or sublicense the rights pursuant to this Agreement; or
  - 3.3.7 upload any damaging code or viruses through the utilisation of the BSE Web site login facility (where applicable).
- 3.4 BSE and its affiliates, subsidiary or licensors reserve the right to refuse service, terminate accounts, remove or edit Content, or cancel orders in their sole discretion.
- 3.5 BSE does not offer products or services to minors. If the User is under the age of 18, the User may not respond to or otherwise accept or act upon any invitations to do business in the BSE Web site.
- 3.6 In all of the aforesaid licensed rights, BSE must be acknowledged as the source of the material and BSE’s contact details must be reflected accordingly;
- 3.7 The User’s fair use and other rights are in no way affected by the above;
- 3.8 Restricted access (need to register)
  - 3.8.1 Access to certain areas of the BSE Web site is restricted. BSE reserves the right to restrict access to those areas of the BSE website, or indeed the whole BSE Web site, at the discretion of BSE.

- 3.8.2 If BSE provides the User with a user name and password to enable the User to access restricted areas of the BSE Web site or other content or services, the User must ensure that the username and password are kept confidential.
- 3.8.3 BSE may disable the User's username and password in BSE's sole discretion without notice or explanation.
- 3.9 Hyperlinks to and from BSE Web site
  - 3.9.1 This BSE Web site may contain links to other Web sites operated by third parties. BSE does not endorse the operators and / or owners of third-party websites, or operate or control in any respect any of the information, graphics and material on those third-party Web sites or guarantee that the website will be operational at all times;
  - 3.9.2 Links to third party websites are included solely for the convenience of Users. The User therefore assumes sole responsibility for the use of a third-party Web site;
  - 3.9.3 BSE makes no warranties or representations regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third-party Web site content or products or services available through third party Web sites or that third party Web site content does not infringe the intellectual property rights of any person.
  - 3.9.4 BSE expressly disclaims acting in any respect on behalf of third-party Web site operators and / or owners. Please note that third party websites may be subject to their own terms of use and privacy policies different from those of this site;
  - 3.9.5 Hyperlinks to the BSE Web site will be allowed, subject to the following conditions:
    - 3.9.5.1 Submit request to hyperlink to BSE, reflecting the details of your organisation and particular web site that will host the hyperlink to BSE web site;
    - 3.9.5.2 On acceptance of your request you will receive a Linking Agreement to be signed and submitted to BSE. On receipt of this agreement we will forward you the necessary hyperlinks, logo(s), slogans etc.; and
    - 3.9.5.3 Authorisation to link to the BSE Web site shall not create and/or constitute an employer/ employee relationship or an agency or a partnership in any shape or form whatsoever between the User and BSE nor authorise the User to incur any liability on behalf of BSE.

#### INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual Property available on the BSE Web site or obtained via the interaction between itself and the Users are the property of BSE or licensed to BSE and may not be utilised outside the licensed terms as set out under these Terms and Conditions;
- 4.2 The names, images and logos identifying BSE or third parties and their services and products are subject to copyright, design rights and trademarks of BSE and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of BSE or any other third party;

- 4.3 E-mail addresses, names, telephone numbers and fax numbers published on the BSE Web site may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from BSE to utilise same.
- 4.4 BSE would be pleased to consider requests for permission to disseminate or use BSE Content outside the scope of the license terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: [info@bse.com.na](mailto:info@bse.com.na)

#### ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to the User as consumer:

- 5.1 Full price of goods or services available from BSE:
  - 5.1.1 Access to BSE Web site (including Logon facility) – free, however certain restricted areas may require a student number; and
  - 5.1.2 Service Fees: Fees to be determined by BSE from time to time. For more information on fees for a particular programme, kindly contact the BSE offices at the above contact details for current prices or such contact details made available under a particular programme details.
- 5.2 Services available:
  - 5.2.1 Programmes: Various programmes are available at BSE. [Click here to view them.](#)
  - 5.2.2 Other Services: See how BSE supports other education and training institutions by [clicking here](#) (BSE reserves the right to add, remove or amend any of these programmes without notification.)
- 5.3 Student Registration / Applications – Take note that each programme has its own application rules and forms. To view these, simply click on the particular programme and view the details.
- 5.4 For more information, Terms and Conditions in terms of the respective Services, i.e. entrance requirements, registration dates, applicable sessions / format of training / examination and assignment information and payment conditions, contact us.
- 5.5 Business School of Excellence is an accredited private Higher Education and Training Provider – Registration Certificate No.:000139
- 5.6 Business School of Excellence (Pty) Ltd is a registered TVET training provider – Registration Certificate No.: VTP 0000396.

#### SECURITY

- 6.1 Although BSE is not obliged to provide security on the BSE Web site it is important that Users information or any communication between Users and BSE is dealt with in the most secure manner reasonably possible, however because of the nature of the internet BSE cannot warrantee that the User's communications with BSE via the Web site is completely secure.
- 6.2 To provide adequate security to all Users of the website and to monitor activities prohibited under law the User hereby agrees to BSE's right to intercept, monitor, block, read, delete or access all data sent to the website or any other BSE communication facility, e.g. online via the BSE Web site, email, Instant messaging – or fax to email application.

- 6.3 It is our policy to virus check documents and files before they are posted on this website. However, BSE cannot guarantee that documents or files downloaded from this website will be free from viruses and BSE do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for the User's own protection, the User must use virus-checking software when using this Web site. Further, the User shall not post or provide to BSE via this Web site, any document or file that may contain a virus. The User must virus-check any document or file which the User intend to post or provide to us via this website. The User hereby indemnify BSE, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this Web site or BSE or its service provider's infrastructure.

#### LIMITATION OF LIABILITY

- 7.1 BSE Web site and all materials found on the Web site are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose or suitability of the information, software or services;
- 7.2 BSE further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained in the BSE Web site. BSE may make changes / amendments to the BSE website, the policies, information described in the materials or content of these Terms and Conditions, at any time without notice. BSE reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website. BSE makes no commitment to update the materials and may discontinue any part of the BSE website or services or certain software or version of certain software for the utilisation of the BSE Web site;
- 7.3 BSE, its directors, employees or its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the BSE Web site or performance of the BSE website or non-performance of the BSE Web site, i.e. BSE Web site not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of BSE or force majeure events, even if BSE have been advised of the possibility of such damages.

#### AGREEMENTS AND E-COMMUNICATIONS

- 8.1 Formation and validity of this BSE Web site agreement  
The User agrees that:
- 8.1.1 If the User is aged 18 or under, that the User will first get its parent/guardian's permission beforehand whenever said User provides personal information to the BSE Web site. Users without this consent are not allowed to provide BSE with personal information.
- 8.1.2 Except for Clause 8.1.1 above, the User is at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Web site in accordance with all Terms and Conditions herein;

- 8.1.3 All information that is incorporated by using hyperlinks and / or other methods of reference form part of this agreement; and
- 8.1.4 All services and / or products available on the BSE Web site are invitation to do business and not an offer.
- 8.2 Time and Place of communication, dispatch and receipt
  - 8.2.1 Data messages sent from BSE to the User have been sent from BSE's place of business;
  - 8.2.2 Data messages sent from BSE to the User is deemed to be received by the User when complete message is outside the control of BSE (left the system of BSE); and
  - 8.2.3 Data messages from the User to BSE are deemed to be received by BSE only when BSE responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by BSE that it does give legal effect to the message.
- 8.3 Expression of intent
  - 8.3.1 The User acknowledges that all agreements, authorisation or request under this agreement satisfies the "writing" requirement; and
  - 8.3.2 For purposes of electronic communications between User and BSE no electronic signature is required. The mere sending of data messages or browsing of our Web site demonstrates the User's intent to be a party to this agreement.
- 8.4 Attribution of data messages to originator
  - 8.4.1 The User agrees and warrants that the data message sent, from any computer or device that is owned by the User or the User's employer or programmed by the User or on the User's behalf, to BSE was sent by the User or a person that had authority to act on the User's behalf in respect of the data message.

## TERMINATION

These Terms and Conditions and the User's access to the Web site may be terminated at any time by BSE without notice. All restrictions, disclaimers and limitations of liability by BSE will survive termination, however, the User will no longer be authorised to access the Web site. Any unauthorised use terminates this license immediately.

## BREACH

- 10.1 If the User is in breach of the Terms and Conditions of this Web site, BSE reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:
  - 10.1.1 immediately suspend services available to User; and / or
  - 10.1.2 order for specific performance and damages; and / or
  - 10.1.3 terminate this Agreement and claim damages; and / or
  - 10.1.4 Institute criminal procedures where applicable and necessary;

- 10.2 All costs, charges and expenses of whatsoever nature which may be incurred by BSE in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

#### GENERAL AND MISCELLANEOUS

##### 11.1 Sole record of Agreement

These Terms and Conditions constitute the sole record of the agreement between the User and BSE with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

##### 11.2 No amendments except in writing –

- 11.2.1 No addition to, variation of, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the User and BSE; and
- 11.2.2 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by User to BSE shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

##### 11.3 Waivers –

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

##### 11.4 Survival of obligations –

Any provision under these Terms and Conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

##### 11.5 Severability –

If any one or more of the clauses of these Terms and Conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these Terms and Conditions is to be performed, including this clause:

- 11.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected; and
- 11.5.2 The Terms and Conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these Terms and Conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

##### 11.6 Complaint

Users may lodge complaints with regard the BSE Web site with BSE at e-mail: [info@bse.com.na](mailto:info@bse.com.na)

#### GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of Namibia. The parties further agree to the exclusive jurisdiction of the Namibian High Court, Windhoek, which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

#### Online Advertising

Business School of Excellence engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about Business School of Excellence customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers. The personal information they collect is aggregated and cannot be linked to a person. If you do not wish your personal information to be used in this way, please notify us. Third party vendors, including Google and DoubleClick, show Business School of Excellence's ads on sites on the internet.

Third party vendors, including Google and DoubleClick, use cookies to serve ads based on a user's prior visits to Business School of Excellence's website. Users may opt out of Google and DoubleClick's use of cookies by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt out page.