



<https://mojoict.co.za/tcs>

A. GENERAL TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1. These Terms and Conditions are binding on all persons that sign up for, access or make use of Website, without any exemptions or exceptions. By signing up for, accessing or making use of the Website, the User agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which in such conduct the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not sign up for, access or make use of Website.
- 1.2. All defined terms used in these Terms and Conditions have the meanings ascribed to them in Clause 2, unless otherwise defined herein, and these words will begin with a capital letter.
- 1.3. Clauses that may constitute a potential risk to the User are marked in bold and the User is advised to pay particular attention to such clauses and consider the risks before accepting these Terms and Conditions.

2. DEFINITIONS

- 2.1. The headings to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify these Terms and Conditions nor any clause hereof.
- 2.2. Unless the context dictates otherwise, the words and expressions set out below shall bear the following meanings and similar expressions shall bear corresponding meanings:
 - 2.2.1. **Device** shall mean the device used by the User to sign in for and access the Website, such as a computer, laptop, smart phone, tablet or similar device;
 - 2.2.2. **Effective Date** shall mean the date upon which a User signs up for or accesses the Website;
 - 2.2.3. **Intellectual Property** shall mean all intellectual property subsisting in, pertaining to or used on the Website including, without limitation, patents, designs, inventions, Trade Marks, service marks, domain names and URL's, sales and user data, databases, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any logos, devices, designs, multimedia works, software, information listed on the Website (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above;
 - 2.2.4. **Parties** shall mean Mojo ICT and the User and "Party" shall, as the context requires be a reference to any one of them as the context dictates;

- 2.2.5. **Personal Information** is information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual, or about an individual who is reasonably identifiable. Please review Mojo ICT's Privacy Policy in this regard;
 - 2.2.6. **Services** shall mean the Network Support & Maintenance, IT Support, Antivirus & Malware Software and Support services, Cloud Services, Data Backup, Risk Assessments, and all other services rendered by Mojo ICT through the Website from time to time;
 - 2.2.7. **Mojo ICT** shall mean Mojo ICT (Pty) Ltd, a company incorporated in terms of the laws of the South Africa;
 - 2.2.8. **Terms and Conditions** shall mean this agreement;
 - 2.2.9. **Trade Marks** shall mean all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilised on the Website including but not limited to Mojo ICT Pty Ltd, Mojo ICT, Mojo ICT Logo, Self-Certification Validation Tool/software, TIN Validation Tool/software, TIN Validate, Mojo ICT Compliance Tool/software, Simplify the Complex and Mojo ICT Comply;
 - 2.2.10. **User** shall mean the user of the Website, in terms of these Terms and Conditions; and
 - 2.2.11. **Website** shall mean the website located at <https://mojoict.co.za/>, which includes any other internet-based platform of Mojo ICT, to which these Terms and Conditions are linked and through which the User has access to the Services.
- 2.3. Unless inconsistent with the context or save where the contrary is expressly indicated:
- 2.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 2, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;
 - 2.3.2. any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time;
 - 2.3.3. any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other Terms and Conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented; and
 - 2.3.4. no provision of these Terms and Conditions constitutes a stipulation for the benefit of any person who is not a Party to these Terms and Conditions.
- 2.4. Unless inconsistent with the context, an expression which denotes:
- 2.4.1. any one gender includes the other genders;
 - 2.4.2. the singular includes the plural and vice versa.
- 2.5. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 2.

- 2.6. The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.7. These Terms and Conditions shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Terms and Conditions in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.8. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

3. PROPRIETARY RIGHTS

- 3.1. The Website and all Intellectual Property subsisting therein are owned by Mojo ICT and the User acknowledges that Mojo ICT or its licensors are the proprietors of the Website and all Intellectual Property.
- 3.2. The content of the Website is protected by copyright under South African and international law. The owners of such content reserve all such rights therein unless provided otherwise in these Terms and Conditions.
- 3.3. The User undertakes:
 - 3.3.1. not to use or register any trademarks, trade names or other devices which are or incorporate marks which are substantially identical or deceptively similar to the Trade Marks or which marks are likely to be associated with the Trade Marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the reputation of the Trade Marks;
 - 3.3.2. not at any time do or cause to be done any act or thing in any way impairing or tending to impair, weaken, damage or be detrimental to any part of Mojo ICT's rights, title and interest in and to the Intellectual Property, or the reputation and goodwill associated therewith;
 - 3.3.3. not to challenge Mojo ICT's rights to its current or future Intellectual Property;
 - 3.3.4. not in any way, directly or indirectly, to make unauthorised use of the Intellectual Property or to represent that it has any rights of any nature in the Intellectual Property or any registrations thereof;
 - 3.3.5. not to copy, republish, distribute, adapt, modify, alter, decompile, reverse engineer, or attempt to derive the source code of or create a derivative of works or otherwise attempt to reproduce the Website or its contents, including any and all content belonging to third parties that are found on the Website or to which the Website provides a link.
- 3.4. Without limiting the generality of the provisions of clause 3.3, the User undertakes not to make any unauthorised use, reproductions or copies of any work or material displayed or made available on the Website and to adhere to and comply with all policies, conditions of use and rules that may apply to the use of such work or material.

4. GENERAL USE OF THE WEBSITE

- 4.1. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents without the prior written consent of Mojo ICT.
- 4.2. The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Website without the prior written consent of Mojo ICT.
- 4.3. Mojo ICT reserves the right to make any changes to the Website, its content and/or services offered through the Website at any times and without notice.
- 4.4. The current version of these Terms and Conditions will govern the Parties' respective rights and obligations in relation to the use by the User of the Website.
- 4.5. Mojo ICT shall have the exclusive right to terminate the Website, or a User's registration to, access or use of the Website, at any time without notice to the User and in doing so all rights granted to the User in terms of these Terms and Conditions shall cease and be terminated with immediate effect.
- 4.6. The User agrees that it will only use the Website in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference and applicable laws, rules and regulations.
- 4.7. The display of content via the Website may differ depending on the Device the User is using to access the Services.
- 4.8. Content published on the Website reflects the views of the author and does not necessarily constitute the official opinion of Mojo ICT unless stated otherwise.
- 4.9. No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be posted on the Website. In the event that the User does post any content stated above, Mojo ICT reserves its right to remove same.
- 4.10. The Website may contain links to third party websites. The User acknowledges and agrees that Mojo ICT does not have any control over such websites, does not review their content and will not be held liable for their content or accuracy in any manner whatsoever. The User accesses such websites at the User's own risk and discretion.
- 4.11. **The Website is provided "as is" with no representation, guarantee or warranty of any kind as to its functionality or the Services made available by it. Although all efforts will be made to have the Website available at all times, it may become unavailable due to maintenance or repairs, loss of connectivity or some other form of interruption. Mojo ICT does not warrant against nor will it be held liable for such downtime and is hereby indemnified from any loss, damage, claims, costs or penalties incurred as a result of such unavailability. The User runs the risk that if it suffers any losses of any nature or kind in relation to the functionality of the Services or the availability of the Website, it cannot hold Mojo ICT liable for such losses.**
- 4.12. If the User is provided with a username, password or any similar form of identification information as part of the Website's security systems, such User must keep this information secret and confidential and not allow anyone else to use it. The User shall be responsible for all access to the Website with the User's

identification information. When the User's identification information has been used in order to gain access to the Website, Mojo ICT shall be entitled to assume that such use and all related communications emanate from the User. **Mojo ICT shall not be liable for any loss or damage arising from unauthorised use of the User's identification information.** The User shall log out of the Website after using it to prevent anyone else from using it.

- 4.13. In the event that the User becomes aware of a breach of the confidentiality of the User's username, password or identification information, the User must immediately communicate this to Mojo ICT with subsequent confirmation in writing. The compromised username, password or identification information will be deactivated as soon as reasonably possible and new username, password or identification information will be issued to the User. Mojo ICT may, at its sole and absolute discretion and for any reason, require the User to change the User's user identity and password at any time.
- 4.14. If the User commits any breach of these Terms and Conditions or in any other way interacts with or uses the Website in an unlawful or unauthorised manner, Mojo ICT shall be entitled, at its sole and absolute discretion, to terminate the User's access to the Website immediately, without prior notice, without any liability on Mojo ICT's part and without prejudice to Mojo ICT's rights in terms of these Terms and Conditions or at law, in doing so all rights granted to the User in terms of these Terms and Conditions shall cease immediately.
- 4.15. Standard data charges will be levied by the User's relevant data service provider when the User accesses the Website.
- 4.16. Upon acceptance of these Terms and Conditions by accessing the Website, Mojo ICT grants the User a non-exclusive license to use the Website, which the User may not assign, sub-license, transfer and which license is granted to the User only and which license will not confer any rights of use of the Website to any third party.
- 4.17. The license will commence as soon as the User accesses the Website and will terminate once the User unsubscribes/elects to cease use of the Website, or if terminated by Mojo ICT in accordance with these Terms and Conditions.
- 4.18. Any claims relating to the license granted to the User to use the Website are between the User and Mojo ICT.
- 4.19. **Although Mojo ICT will use its reasonable endeavours to keep the functionality of the Services and Website available at all times, Mojo ICT, shall not be liable to the User, or any other person, in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in the Services or Website for any reason whatsoever.**
- 4.20. The User shall not:
 - 4.20.1. reproduce the Intellectual Property without the express written consent of Mojo ICT;
 - 4.20.2. utilise the Website to gather email addresses and/or names for commercial, financial or like purposes or use the service to collect or attempt to collect Personal Information about third parties without their knowledge or consent;
 - 4.20.3. violate the privacy of any person or attempt to gain unauthorised access to the Website or any other network, including (without being limited to) through hacking, password mining or any other means;

- 4.20.4. use the Website to engage in any illegal or unlawful activity; or
- 4.20.5. provide network services from the User's account.

- 4.21. Should the User, in Mojo ICT's sole and absolute discretion, engage in any one or more of the above practices, Mojo ICT shall be entitled, without prejudice to any other rights it may have, to immediately suspend the User's access to the Services or the Website without notice to the User.

5. **WARRANTIES**

- 5.1. The User hereby represents and warrants that:
 - 5.1.1. it has full contractual capacity and is over 18 years old;
 - 5.1.2. it has read and understands these Terms and Conditions before accessing and using the Website; and
 - 5.1.3. any information submitted to Mojo ICT on the Website is true and accurate.

6. **NO LIABILITIES AND INDEMNITY**

- 6.1. When the User accesses the Website and uses the Services offered through the Website he does so at the User's own risk.
- 6.2. Notwithstanding anything to the contrary contained in these Terms and Conditions, Mojo ICT shall have no liability for any loss, damage, cost, claim or penalty of whatsoever nature, including but not limited to any direct, indirect and consequential damages and loss of profits and injury, however arising out of or in connection with these Terms and Conditions, the Website or the Services offered through the Website, whether same is caused by latent or patent defects in the Website, the use of the Website and Services and information contained on the Website.
- 6.3. The User hereby indemnifies Mojo ICT and holds Mojo ICT harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by the user and any third party in relation to any act or omission by the User or the User's members, employees, contractor, representatives, agents or assigns or any third party in relation to the Website or the Services and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.
- 6.4. Except where required by applicable laws, the User assumes all responsibility and risk for the use of the Website and Mojo ICT disclaims all liability for any loss, injury, damage, cost, penalty or claim resulting from the use of the Website, whether direct or indirect, and whether or not Mojo ICT has been advised of or have knowledge of the possibility of such loss, injury, damage, cost, penalty or claim resulting from the use of the Website, whether direct or indirect, and whether or not Mojo ICT has been advised or have knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.
- 6.5. Except where required by applicable laws, Mojo ICT shall not incur any liability to the User or any other person or entity associated with the User for any compensatory, indirect, incidental, special, consequential damages whatsoever, including but not limited to, loss of revenue or profit, commercial or economic loss.

- 6.6. The User runs the risk by virtue of this clause that if it suffers any losses of any nature or kind in relation to the use of the Website or the Services in general, it will not be able to hold Mojo ICT liable for any such losses.

7. NO WARRANTIES

Mojo ICT does not warrant that the Website or the Services will be error-free or will meet any particular criteria of accuracy, completeness, timeliness, suitability or reliability of information, performance or quality. Mojo ICT expressly disclaims, to the extent permitted by applicable law, all warranties whether express, statutory or implied, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Mojo ICT does not warrant that the Website or the Services will improve the User's marks and/or understanding of a certain subject.

8. MALICIOUS SOFTWARE AND OFFENSES

- 8.1. The User warrants that he will not use the Website in any way that causes, or is likely to cause the Website and access to the Website to be interrupted, damaged or impaired in any manner.
- 8.2. The User warrants that no form of virus, Trojans, worms, logic bombs, time-locks or other malicious coding, virus or software will be introduced into the Website or Mojo ICT's system which may cause any form of technological harm or any other form of harm in any manner or respect.
- 8.3. The User warrants that he will not attempt to gain unauthorised access into the Website, including through theft of another's username and password.
- 8.4. The User warrants that he will not attempt to gain unauthorised access to the Website's server, databases, computer's, or any other device associated with the Website and will not attack the Website through a denial-of-service attack or a distributed denial-of-service attack.
- 8.5. Any breach of these Terms and Conditions regarding malicious software and offenses will be reported to the relevant law enforcement agencies and Mojo ICT will co-operate in all respects with those law enforcement agencies, including by way of disclosure of the identity and identification information of the User.
- 8.6. Although the best efforts will be put into ensuring that no malicious content can be received from the Website, Mojo ICT does not warrant that the Website is free of malicious content or viruses and will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content as described in clause 8.2. that may infect any User's device, equipment, data or any other material caused by the use of the Website or downloads received from the Website.
- 8.7. The User warrants that he will not use the Website in any manner that will break any law or cause any annoyance, unnecessary anxiety or inconvenience to any person.

9. GOVERNING LAW

The entire provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

10. GENERAL

- 10.1. No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- 10.2. Mojo ICT reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this the Website. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates. The User's continued use of the Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.
- 10.3. No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions shall operate as an estoppel against a Party in respect of its rights under these Terms and Conditions.
- 10.4. No failure by any Party to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 10.5. If any term or provision of these Terms and Conditions should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.

11. NOTICES

- 11.1. Mojo ICT chooses the address referred to in this clause below as the address where any legal document or notice must be served or delivered to us:

Attention:	Management
Email address:	info@mojoict.co.za
Telephone:	012 881 0216

- 11.2. Mojo ICT shall send any legal documents or notices to the User at the e-mail address provided by the User upon registration for the Website or through any form of messaging system or functionality available on the Website, which provides a direct line of communication between Mojo ICT and the User, such as a mail dashboard, or similar functionality.

- 11.3. Mojo ICT may send any other written communication to the User's e-mail address, cell phone number by SMS or through the aforesaid messaging system or similar functionality. Mojo ICT will regard a communication sent by e-mail as having been received by the User one day after it was sent.

12. QUESTIONS AND INFORMATION

For additional information and any queries regarding these Terms and Conditions, please send an email to info@mojoict.co.za.