

NEXDESK WEBSITE TERMS AND CONDITIONS

DEFINITIONS

1. "THE WEBSITE" means the website hosted at nexdesk.co.za
2. "NEXDESK" means Nexdesk (Pty) Ltd with registration number 2019/580500/07 and being based at 6 Nokwe Avenue, Umhlanga Ridge, Durban, 4319, South Africa.

1. INTRODUCTION

These Terms and Conditions govern your use of the website; by using the website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the website.

You must be at least 18 years of age to use the website. By accessing and/or using the website you warrant and represent that you are at least 18 years of age.

The website uses cookies. By using the website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy and cookies policy.

2. LICENSE TO USE THE WEBSITE

Unless otherwise stated, NEXDESK and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You may not:

- republish material from the website;
- sell, rent or sub-license material from the website;
- show any material from the website in public; or
- reproduce, duplicate, copy or otherwise exploit material on the website for a commercial purpose.

3. ACCEPTABLE USE

You may not use the website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

You may not use the website to copy, store, host, transmit, send, use, publish or distribute any material which comprises (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the website.

You may not use the website to transmit or send unsolicited communications.

You may not use the website for any purposes related to marketing without NEXDESK's express written consent.

4. RESTRICTED ACCESS

Access to certain areas of the website is restricted. NEXDESK reserves the right to restrict access to additional areas of the website, or indeed this entire website, at NEXDESK's sole discretion.

If NEXDESK provides you with a user ID and password to enable you to access restricted areas of the website or other content or services, you must ensure that the user ID and password are kept confidential.

NEXDESK may disable your user ID and password in NEXDESK's sole discretion without notice or explanation.

5. CASUAL SURFING AND BROWSING

A User may visit the Website without providing any personal information. The Website servers might collect the IP address of the User's computer, but not the email address or any other distinguishing information.

6. USER CONTENT

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the website, for whatever purpose.

- Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or NEXDESK or a third party (in each case under any applicable law).
- You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- NEXDESK reserves the right to view, use, edit or remove any material submitted to the website, or stored on NEXDESK's servers, or hosted or published upon the website.
- Notwithstanding NEXDESK's rights under these terms and conditions in relation to user content, NEXDESK does not undertake to monitor the submission of such content to, or the publication of such content on, the website.

7. NO WARRANTIES

The website is provided "as is" without any representations or warranties, express or implied. NEXDESK makes no representations or warranties in relation to the website, or the information and materials provided on the website. Without prejudice to the generality of the foregoing paragraph, NEXDESK does not warrant that:

- the website will be constantly available, or available at all; or
- the information on the website is complete, true, accurate or non-misleading.

Nothing on the website constitutes, or is meant to constitute, advice of any kind.

8. LIMITATIONS OF LIABILITY

NEXDESK will not be liable to you or any third parties in relation to the contents of, or use of, or otherwise in connection with, the website:

for any direct loss;

for any indirect, special, or consequential loss; or

for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if NEXDESK has been expressly advised of the potential loss.

By using the website, you agree that the limitations of liability set out in the website disclaimer are reasonable. If you do not think or agree that they are reasonable, you must not use the website.

9. OTHER PARTIES

You accept that, as a limited liability entity, NEXDESK has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against NEXDESK's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the website disclaimer will protect NEXDESK's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as NEXDESK itself.

10. INDEMNITY

You hereby indemnify NEXDESK and undertake to keep NEXDESK indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by NEXDESK to a third party in settlement of a claim or dispute on the advice of NEXDESK's legal advisers) incurred or suffered by NEXDESK arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

11. BREACHES

Without prejudice to NEXDESK's other rights under these terms and conditions, if you breach these terms and conditions in any way, NEXDESK may take such action as NEXDESK deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing legal proceedings against you.

12. UPDATES TO THESE TERMS AND CONDITIONS

We may update these Terms and Conditions by posting a new version on the website. You should check back periodically to ensure you are familiar with any changes.

13. ASSIGNMENT

NEXDESK may transfer, sub-contract or otherwise deal with NEXDESK's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

14. SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful

and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. ENTIRE AGREEMENT

These terms and conditions, together with our Privacy Policy, Cookies Policy and our Standard Terms and Conditions constitute the entire agreement between you and NEXDESK in relation to your use of the website and supersede all previous agreements in respect of your use of the website.

16. LAW AND JURISDICTION

The website is controlled, operated, and administered by NEXDESK from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal and prohibited. You may not use the website in violation of South African export laws and regulations. If a User accesses the website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the South Africa High Court in the event of any dispute.

17. CONTACT INFORMATION

If you have any questions about these Terms and Conditions, kindly contact:

- Via email to: info@nexdesk.co.za; or
- Via post to NEXDESK, 6 Nokwe Avenue, Umhlanga Ridge, KwaZulu Natal, 4319, South Africa.