

TERMS OF USE

THE NIYA FOUNDATION (NPC) (TNF) respects consumers' constitutional rights to privacy and data protection. Accordingly, TNF believes in protecting the personal information we collect from you when you use the website ("our website"). TNF will use its best commercial endeavours to only use or disclose your personal information in the manner stated in this policy.

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WEBSITE DISCLAIMER

The information provided in this website is for general guidance only. The information is not intended to constitute legal advice and you use it at your own risk. TNF accepts no responsibility or liability for damages arising from the use of the information. If legal advice is required on any issue, you should contact us directly.

TERMS & CONDITIONS OF USE

1. Introduction

1.1. These terms and conditions ("the Terms and Conditions") are binding on all persons that access its website <https://www.niyafoundation.org/>, Facebook or Instagram pages ("the Websites") without qualification or exception. By entering the Websites, the person accessing the Websites ("the User") agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which 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 enter, view or make use of the Websites.

- 1.2. TNF may from time to time amend these Terms and Conditions and other policies without notice to the User. The User's continued use of these Websites shall constitute the User's agreement to the amended Terms and Conditions.

2. **Intellectual Property**

The Website is owned by TNF and the User acknowledges that it is the proprietor of all intellectual property subsisting in, pertaining to or used on the Websites, including, without limitation, copyright, trademarks, patents, inventions, goodwill and trade secrets ("the Intellectual Property").

3. **Website Use**

- 3.1. The User may not, without TNF's written prior consent, use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Intellectual Property or the Websites' contents.
- 3.2. The User shall not infect the Websites with viruses, worms, 'trojan' or any other code that has malicious, contaminating or destructive properties nor shall the User damage, interfere with or intercept any data or information contained on the Websites.
- 3.3. Access to these Websites is made available for information purposes only. No content, information, statement or opinion on these Websites should be construed as legal advice.
- 3.6. The User may not link to its Website nor share any of its content without TNF's prior written consent.

4. **No Warranties or Liabilities**

- 4.1. TNF makes no warranties, whether express or implied, in regard to the Websites, their contents, accuracy or availability. Without limiting the aforesaid, TNF does not warrant that the Websites is free of viruses, worms, 'trojan horses' or any other code that has malicious, contaminating or destructive properties.

- 4.2. The User assumes all responsibility and risk for the use of the Websites. TNF shall not be liable for any loss, injury, damage, cost, penalty or claim resulting from the use of its Website, whether direct or indirect, and whether or not TNF has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.
- 4.3. The User hereby indemnifies TNF and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by the User in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.

5. **Privacy Policy**

- 5.1. Certain information regarding the User can be obtained automatically as the User navigates through the Website and other social platforms. This includes, but is not necessarily limited to the User's internet protocol address, internet browsing software and domain. This assists TNF to manage the Website and provide functionality.
- 5.2. The User may provide TNF with the User's personal information. The User consents to TNF using such information for the purpose for which it is disclosed and will not make it available to third parties without the User's consent.
- 5.3. The website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website. This allows a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third-party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature.

6. **Governing Law**

The Terms and Conditions and the User's use of the Websites shall be governed by and construed in accordance with the laws of the Republic of South Africa.