

Schoolscape Terms and Conditions

AIM AND PURPOSE OF SCHOOLSCAPE WEBSITE AND SERVICES

For schools: This Website is provided to assist school employees and persons linked to schools ('School decision makers') to buy better through

- seeing what other schools say about suppliers
- reviewing school suppliers,
- engaging in forums,
- easily requesting three quotes from suppliers
- to be kept updated through the website, blog and newsletter on new products or services,

It aims to build a platform that will promote and improve the reliability, accountability and credibility of school suppliers and school products through reviews that evaluate their service, quality and affordability. i.e. Help schools buy better!

For school suppliers: The website is also provided to school suppliers, school product owners, companies and individuals supplying schools ('school suppliers') in promoting their products and services to school decision makers, responding to reviews, gaining quote requests and listing their products and services.

The terms "we", "us", "our". **"Website"** and **"Schoolscape"** refer to **K2015139480 (South Africa) t/a Schoolscape**, and our website and blog (collectively, "Schoolscape"). The term "you" refers to you the individual visiting the Website and/or contributing content on this Website and/or listing your school services or products.

ACCEPTANCE

By using the services of this Website, you accept the terms, conditions and disclaimers contained herein. This Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below. By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood these terms and conditions.

We may change or otherwise modify the Agreement in the future and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. It remains your sole responsibility to check the Terms and Conditions regularly for any changes.

We will note the date that revisions were last made to the Agreement at the bottom of this page, and any revisions will take effect upon posting.

We may change, suspend, impose limits, restrict your access or discontinue any aspect of the website at any time, including availability of any feature, database or content.

USE OF THE WEBSITE

For school decision makers: As a condition of your use of this Website, you confirm that (a) all information supplied by you is true, accurate, current and complete, (b) if you have a Schoolscape.co.za account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (c) that you are a representative, employee, on the School Governing Body or are officially linked to the

school you are representing, (d) you are 18 years of age or older, (e) you possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.

For suppliers: As a condition of your use of this Website, you confirm that (a) all information supplied by you is true, accurate, current and complete, (b) if you have a Schoolscape.co.za account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (c) that you are a representative, employee, director agent of the company, product or service you are listing (d) you have permission to list the company, product and services, (e) you possess the legal authority to enter into this Agreement and to use this Website in accordance with all terms and conditions herein.

PRICING

For school decision makers: Users of the Website **will not incur any charges** for using the Website or requesting quotes through the website in accordance with these Terms and Conditions. Where Schoolscape provides details of charges/fees on the Website, such information is provided for convenience and information purposes only by the suppliers. Schoolscape in no way guarantees that this information is correct nor is it in anyway responsible for content or services provided on such third party suppliers.

You acknowledge that it is your responsibility to ensure that the communication methods that you have selected in your Schoolscape profile/listing, and all contact and billing information, are kept up-to-date and accurate. Schoolscape is not responsible, or liable, for undelivered customer notifications. You agree to promptly notify Schoolscape if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your payment method).

REVIEWS AND USE OF OTHER INTERACTIVE AREAS

An opinion, feedback, comment from a school decision maker is referred to as “a review.” The school decision maker warrants that the information in a review is provided in good faith and is accurate. It may not be defamatory, vulgar, obscene, unlawful, misleading, defamatory, fraudulent, infringe on any patent/trademark/copyright, misrepresent your affiliation with a person/entity, be private information of a third party, and/or racist.

A reviewer has an option of linking his/her school's name to the review. In this case a review is the view, experience, rating of the individual writing the review and not the review, experience, rating or standpoint of the school. The review is being written in your capacity as an individual.

When submitting a review, the review will be posted with your name, surname, position at the school. If you select to include your school name you are stating that you have permission to link your school name to the product or service rated and that you are a representative, employee, agent, school governing body member of the school and that you have permission to use the school name.

You declare that you have no objection to the publication, use, modification, translation, deletion and exploitation of the review by Schoolscape anywhere in the world and you will have no claim any entitlement to the content.

Schoolscape does not edit or control the reviews posted and will not be in any way responsible or liable for such reviews. We reserve the right to remove, translate or edit without notice any Content posted any reason, and you are solely responsible for creating backup copies at your own expenses.

Schoolscape takes no responsibility and no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage to the loaded content. Schoolscape is not liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Schoolscape is not liable for any statements, representations or Content provided by its users in any review, forum, or other area.

COMPANY, PRODUCT, SERVICE LISTINGS

All information linked to a company (not limited to but including content, photos, images, videos, contact details, product details, service details, company information, addresses, website addresses, email addresses), loaded by a supplier is referred to as “a listing.” The supplier warrants that the information in a listing is provided in good faith and is accurate. It may not be defamatory, vulgar, obscene, unlawful, misleading, defamatory, fraudulent, infringe on any patent/trademark/copyright, misrepresent your affiliation with a person/ entity, be private information of a third party, link to viruses and/or be racist.

Schoolscape does not edit or control the listings posted and will not be in any way responsible or liable for such listings. Schoolscape is entitled [but not obliged] at all times to remove a listing or part of a listing from the Website.

Schoolscape takes no responsibility and no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage to the loaded content. Schoolscape is not liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Schoolscape is not liable for any statements, representations or Content provided by its users in any review, forum, listings or other area.

We reserve the right to remove without notice any Content posted for any reason, and you are solely responsible for creating backup copies at your own expenses.

Suppliers agree to submit themselves to a forum / platform for references/reviews by customers with the aim of feedback. They also accept the risk of negative references from customers.

Schoolscape users may rate and review school supplier products and services based on their own experiences, but Schoolscape does not endorse or recommend the products or services of any of these suppliers. You agree that Schoolscape is not responsible for the accuracy or completeness of information it obtains or displays.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, literary works, musical works, artistic works, text, tables and compilations, pictures, graphics, drawings, photographs, layout, charts, cinematographic films, sound recordings, sound and television broadcasts, programme-carrying signals, published editions, source code and computer programs embodied in the content displayed on the Website (“Content”) belongs to Schoolscape, its affiliates or subsidiary, or any third party owners of the rights and is protected under South African and international copyright laws.

Copying, transmission, reproduction, replicating, posting or redistribution of the Website Content or any portion thereof is strictly prohibited without the prior written permission of Schoolscape. Additionally, you agree not to: (a)"frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization (b) copy, adapt, modify or re-use the text or graphics obtained from the Website, without the prior written permission of Schoolscape (c) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any code on Schoolscape.

COPYRIGHT AND TRADEMARK NOTICES

All content on the Website, including the design, graphics, text and all software and source codes are subject to copyright, trademarks, patents, common law trademarks and other intellectual property rights and may not be copied, imitated or used, in whole or in part, without the prior written permission of Schoolscape or the applicable trademark holder
All other trademarks, registered trademarks, product names and company names or logos mentioned in this Website are the property of their respective owners.

Any unauthorised use terminates this license.

PRIVACY POLICY AND DISCLOSURES

Schoolscape believes in protecting your privacy. Any personal information you post on the Website will be used in accordance with our Privacy Policy.

GENERAL DISCLAIMER BY SCHOOL DECISION MAKERS

School Decision makers acknowledge that you are responsible for selecting suppliers and that you will negotiate terms of your relationship/deal/purchases with the suppliers. We cannot guarantee that you will be able to find a supplier providing the products or services you need. We will forward you quote details to the supplier but cannot guarantee that they will contact you back.

Schoolscape is not liable in respect of any contract or warranty between you and the supplier. We are not responsible for the conduct of any supplier listed on the website or for the quality of their products or services.

We are not liable for any loss or damages of any kind suffered by you resulting from or in relation to goods or services provided by the supplier.

GENERAL DISCLAIMER BY SUPPLIERS

Schoolscape cannot guarantee that the accuracy of information passed onto suppliers when a school decision maker requests a quote. Schoolscape relies on school decision makers to specify and describe the goods and/or services required.

We also cannot guarantee that the contact details are correct and that the person requesting the quote has permission to act on behalf of the school that they state they represent. It is the responsibility of the supplier to confirm and check these details.

LIABILITY DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS SCHOOLADVISOR'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THIS WEBSITE.

Use of the Website and Services is at your own risk. Although Schoolscape has taken care to ensure that the Content on the Website is accurate, the Website and all content, including any current or future products or services are provided on an "as is" and "as available" without any warranty. We do not give any warranty or guarantee about the quality, timing, integrity, responsibility, legality or any other aspect whatsoever of the products or services offered by suppliers to school decision makers. We also do not give any warranty or guarantee of the the information supplied in quotes from school decision makers to suppliers, this includes contact details, commitments, key figures or any other details in quotes. Schoolscape is indemnified against any claim by third parties relating to such matters.

Schoolscape cannot be held responsible for any direct or indirect consequence of any of the actions of the school suppliers. It is the sole responsibility of the school decision maker to check the references, confirm credentials and qualifications of any supplier or product they choose to buy or use.

The suppliers listed on the website are not agents or employees of Schoolscape. Schoolscape is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

Schoolscape cannot be held responsible by the school suppliers for loss of business due to negative reviews from school decision makers.

The information, products, and services published on the website may include inaccuracies or errors and we do not guarantee the accuracy of, and we disclaim all liability for any errors or inaccuracies relating to the information/descriptions of supplier products and services on the website.

You take full responsibility for any loss or damage resulting from your use of the Website and your reliance on any of the Content contained on the Website. Schoolscape shall not be held liable for any direct or indirect, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website to the website.

The inclusion of any products or services on this website does not constitute any endorsement or recommendation of such products or services by Schoolscape.

Nothing contained in any review is and will be construed as an opinion and/or comment by Schoolscape (or any of its agents, representatives, advertisers or employees).

Schoolscape gives no warranty that the functionality of the Website and Services will be uninterrupted or error free, that defects or errors will be corrected or that the Website, server, or any email sent from Schoolscape are free of viruses or anything else that may be harmful or destructive.

Schoolscape is not liable for any loss or damage to your data directly or indirectly caused as a result of any malfunction, downtime, viruses, destructive code, programming defects of the Website or related database. We are also not liable to any unlawful access to or theft of any of your data.

Subject to what is written above, you use this website at your own risk and in no way shall Schoolscape be liable for any direct, indirect, punitive, incidental, special, or consequential losses or damages or any loss of income, profits, goodwill, data, contracts, or loss or damages.

By using this Website and Services, you accept that you may be subjected to claims by other parties in so far as you use the website and/or breach the Terms and Conditions. If Schoolscape is found liable for any loss or damage that arises out of or is in any way connected with your use of the website, then Schoolscape's liabilities will in no event exceed, in the aggregate, the greater of the transaction/listing fees paid to Schoolscape, or one thousand Rand (ZAR1000.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Schoolscape.

INDEMNIFICATION

By using this Website and Services you agree to defend, indemnify and hold Schoolscape and its employees, directors and agents harmless from and against any breach of these Terms and Conditions and any claim or demand brought against Schoolscape by any third party as a result of your use of the Website, the Content available on the website, and/or any reviews submitted, posted through the Website, including without limitation, all claims, actions, proceedings, losses, demands, liabilities, damages, costs, expenses howsoever suffered or incurred by Schoolscape in consequence of your breach of these Terms and Conditions, whether due to Schoolscape's negligence or not.

LINKS TO THIRD-PARTY SITES

The Website contains hyperlinks to websites operated of third parties and suppliers. We have no control over these websites and we take no responsibility for their content, practices, policies (including the privacy policy) or if they are free from viruses, defects or items of a destructive nature. It is up to you familiarise yourself with their policies.

Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Complaints and Take-Down Policy for illegal and defamatory content

We welcome all comments / complaints / suggestions and will deal with them professionally and in the shortest possible time. In certain situations, some complaints will fall outside our liability and we may not be able to help.

If you have any complaints or objections to defamatory content including reviews posted on this Website please contact us. Note: Negative reviews that are true or are an honest opinion are not usually a basis for defamation.

If you believe that material or content posted on this Website infringes on your copyright, please contact us.

GOVERNING LAW

These Terms will be governed by the laws of the Republic of South Africa. You hereby consent to the exclusive jurisdiction and venue of courts in the Republic of South Africa. You agree that all claims you may have against Schoolscape arising from or relating to this Website must be heard and resolved in a South African court . Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

GENERAL PROVISIONS

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and the Schoolscape and/or affiliates as a result of this Agreement or use of this Website.

This Agreement constitutes the entire agreement between you and Schoolscape with respect to the use of this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Schoolscape with respect to your use of this Website.

Any rights not expressly granted herein are reserved.

Last updated: 13 January 2017