

TERMS AND CONDITIONS OF USE

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1. AGREEMENT BETWEEN USER AND EARLY IS BEST

- 1.1. Welcome to the Early Is Best website: www.earlyisbest.com ('the website/ the Site').
- 1.2. The website is located within the Republic of South Africa.
- 1.3. The website provides educational information and applications relating to early childhood learning and development across the country.
- 1.4. By accessing and using this website, you agree to be bound by the terms and conditions set out in this document. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download copy or distribute any of the content of this website.
- 1.5. The Early Is Best Website is comprised of various Web pages operated by Early Is Best.
- 1.6. The Early Is Best Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.
- 1.7. Your use of the Early Is Best Website constitutes your agreement to all such terms, conditions, and notices.

2. MODIFICATION OF THESE TERMS OF USE

- 2.1. Early Is Best reserves the right to change the terms, conditions, and notices under which the Early Is Best Website is offered, including but not limited to the charges, if any, associated with the use of the Early Is Best Website.

3. LINKS TO THIRD PARTY SITES

- 3.1. The Early Is Best website may contain links to other websites ('Linked Sites').
- 3.2. The Linked Sites are not under the control of Early Is Best and Early Is Best is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

- 3.3. Early Is Best is not responsible for webcasting or any other form of transmission received from any Linked Site. Early Is Best is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Early Is Best of the Linked Site or any association with its operators.
- 3.4. Early Is Best may select certain sites as priority responses to search terms you enter and Early Is Best may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content.
- 3.5. Early Is Best does not recommend and does not endorse the content on any third-party websites. Early Is Best is not responsible for the content of linked third-party sites, sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy.
- 3.6. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Early Is Best does not endorse any product, service, or treatment advertised on the Site.

4. NO UNLAWFUL OR PROHIBITED USE

- 4.1. As a condition of your use of the Early Is Best Website, you warrant to Early Is Best that you will not use the Early Is Best website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
- 4.2. You may not use the Early Is Best Website in any manner which could damage, disable, overburden, or impair the Early Is Best Website or interfere with any other party's use and enjoyment of the Early Is Best Website.
- 4.3. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Early Is Best Website.
- 4.4. You agree that your use of the Site is for lawful purposes only.
- 4.5. You agree that you will not use the Site for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems or transmitting unlawful material.

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- 4.6. While every effort is made to ensure that the information provided on the Site is current and accurate, you should not assume that this is always the case, and you hereby agree and acknowledge that we:
- 4.6.1. are not, nor do we represent or hold ourselves out as teachers, professors, educational professionals or educational advisors of any kind and may not be the author of any article whose contents deals with any learning techniques, learning modules, educational information and or learning features of any kind, found on the Site;
- 4.6.2. have absolutely no control over, nor do we represent or hold out that we have any control over the content of the Site or any of the aspects related to the educational advice dispensed through the various articles, columns, activities, games and notices found on the Site:
- 4.7. All materials posted on the Site are protected by the copyright laws in the Republic of South Africa and in foreign countries depending on the source of the materials. Early Is Best authorizes you to view or download a single copy of the material on the Site solely for your personal, non-commercial use if you include the copyright notice located at the end of the material, for example: "©2017, Early Is Best (Pty)Ltd. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content.
- 4.8. Any special rules for the use of certain software and other items accessible on the Site may be included elsewhere within the Site and are incorporated into these Terms and Conditions by reference.
- 4.9. Title to the materials on the Site remains with Early Is Best or its licensors/licensees. Any use of the materials not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination, without notice to any party, in the editorial discretion of Early Is Best. All rights not expressly granted herein are reserved to Early Is Best and its licensors/licensees.

- 4.10. If you violate any of these Terms and Conditions, your permission to use the materials automatically terminates and you must immediately destroy any copies you have made of any portion of the materials.

5. USE OF COMMUNICATION SERVICES

- 5.1. The Early Is Best Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, 'Communication Services'), you agree to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- 5.1.1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 5.1.2. publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, materials or information;
- 5.1.3. upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- 5.1.4. upload files that contain viruses, malware, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- 5.1.5. advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- 5.1.6. conduct or forward surveys, contests, pyramid schemes or chain letters;
- 5.1.7. download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;

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- 5.1.8. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - 5.1.9. restrict or inhibit any other user from using and enjoying the Communication Services;
 - 5.1.10. violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
 - 5.1.11. harvest or otherwise collect information about others, including e-mail addresses, without their consent.
 - 5.1.12. violate any applicable laws or regulations.

 - 5.2. Early Is Best has no obligation to monitor the Communication Services. However, Early Is Best reserves the right to review materials posted to a Communication Service and to remove any materials it deems inappropriate in its sole discretion.
 - 5.3. Early Is Best reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
 - 5.4. Early Is Best reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Early Is Best's sole and absolute discretion.
 - 5.5. Always use caution when giving out any personally identifying information about yourself or your children on any Communication Service.
 - 5.6. Early Is Best does not control or endorse the content, messages or information found in any Communication Service and, therefore, Early Is Best specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

- 5.7. Managers and hosts of the Site or any Communication Services are not authorized Early Is Best spokespersons, and their views do not necessarily reflect those of Early Is Best.

6. MATERIALS PROVIDED TO EARLY IS BEST OR POSTED ON THE SITE

- 6.1. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.
- 6.2. Early Is Best does not claim ownership of the materials you provide to Early Is Best (including feedback and suggestions) or post, upload, input or submit to any Early Is Best Website or its associated services (collectively 'Submissions'). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Early Is Best, its affiliated companies and necessary sub-licensees permission to use your Submission, in connection with the operation of their Internet businesses, including, without limitation, the rights to:
- 6.2.1. copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and
- 6.2.2. publish your name in connection with your Submissions.
- 6.3. No compensation will be paid with respect to the use of your Submissions, as provided herein.
- 6.4. Early Is Best is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in Early Is Best's sole and absolute discretion.
- 6.5. By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
- 6.6. **You agree to only post or upload Media, such as photos, videos or audio, that you have taken yourself or that you have all rights to transmit and license** and which do not violate trademark,

copyright, privacy or any other rights of any other person. Photos or videos of celebrities and or cartoon or comic images are usually copyrighted by the owner.

- 6.7. **To protect your privacy, you agree that you will not submit any media that contains personally identifiable information, such as the** name, phone number, email address or web site URL, of yourself or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.
- 6.8. By uploading any media on the Site, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. **Never post a picture or video of or with someone else unless you have their explicit permission.**
- 6.9. **It is strictly prohibited to upload media of any kind that** contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions and or the [Early Is Best Privacy Policy](#).
- 6.10. **You agree that you will not upload any material that contains software viruses or any other computer code,** files or programs designed to interrupt, destroy or limit the functionality of any computer software or the Site.
- 6.11. **By uploading any media like a photo or video:**
- 6.11.1. **you grant to Early Is Best** a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media;
- 6.11.2. you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Early Is Best to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and
- 6.11.3. you agree to indemnify Early Is Best and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising

from the media and/or your failure to comply with the terms and conditions described in this document.

- 6.12. Early Is Best reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole and absolute discretion

7. LIABILITY DISCLAIMER

- 7.1. The information, software, products, and services included in or available through the Early Is Best Website may include inaccuracies or typographical errors. Changes are periodically added to the information therein.
- 7.2. Early Is Best and/or its suppliers may make improvements and/or changes in the Early Is Best Website at any time. Advice received via the Early Is Best Website should not be relied upon for personal, medical, dental, biological, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- 7.3. Early Is Best and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Early Is Best Website for any purpose.
- 7.4. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without indemnity/warranty or condition(s) of any kind.
- 7.5. Early Is Best and/or its suppliers hereby disclaim all warranties and conditions with regard to the information, software, products, services and related graphics contained in, found on or linked to the Site, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 7.6. To the maximum extent permitted by applicable law, in no event shall Early Is Best and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Early Is Best Website, with the delay or inability to use the Early Is Best Website or related

services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Early Is Best Website, or otherwise arising out of the use of the Early Is Best Website, whether based on contract, delict, negligence, strict liability or otherwise, even if Early Is Best or any of its suppliers has been advised of the possibility of damages.

- 7.7. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Early Is Best Website, or with any of these Terms & Conditions of Use, your sole and exclusive remedy is to discontinue using the Early Is Best Website.
- 7.8. SERVICE CONTACT: info@ishack.co.za
- 7.9. The use of the Early Is Best Site and the content therein is consumed and enjoyed at your own risk.
- 7.10. When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of Early Is Best and its suppliers. Accordingly, Early Is Best assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site.
- 7.11. Early Is Best, its licensors/licensees, and its suppliers, to the fullest extent permitted by law, disclaim all warranties, express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose. without limiting the foregoing, Early Is Best, its licensors/licensees, and its suppliers make no representations or warranties about the following:
- 7.11.1. the accuracy, reliability, completeness, contemporaneity, or timeliness of the content, software, text, graphics, links, or communications provided on or through the use of the Early Is Best Site or any affiliated or linked websites.
- 7.11.2. the satisfaction of any government regulations requiring disclosure of information on educational products or the approval or compliance of any software tools with regard to the content contained on the Early Is Best Site.

- 7.12. Early Is Best, its licensors/licensees, its suppliers, or any third parties mentioned on the Early Is Best Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, content, or Communication Services. Any claims arising in connection with your use of the Site, any content, or the Communication Services must be brought within one (1) year of the date of the event giving rise to such action. Remedies under these Terms & Conditions of Use are exclusive and are limited to those expressly provided for in these Terms & Conditions of Use.

8. TERMINATION/ RESTRICTION OF ACCESS

- 8.1. Early Is Best reserves the right, in its sole and absolute discretion, to terminate your access to the Early Is Best Website and the related services or any portion thereof at any time, without notice.

9. GENERAL

- 9.1. These terms and conditions will be governed and construed in accordance with the laws of the Republic of South Africa without reference to any conflict of law provisions and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Website and these Terms & Conditions of Use.
- 9.2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Early Is Best as a result of these Terms & Conditions of Use or use of the Early Is Best Website.
- 9.3. Early Is Best's performance under these Terms & Conditions of Use is subject to existing laws and legal process, and nothing contained in these terms and conditions of use is in derogation of Early Is Best's right to comply, or refuse to comply where a lawful reason exists therefor, with governmental, court tribunal, ombud and law enforcement requests or requirements relating to your use of the Early Is Best Website or information provided to or gathered by Early Is Best with respect to such use.
- 9.4. If any part of these Terms & Conditions of Use are determined to be invalid or unenforceable pursuant to applicable law or regulation including, but not limited to, the warranty

disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms hereof shall continue in full force and effect.

- 9.5. Unless otherwise specified herein, these Terms & Conditions of Use constitute the entire agreement between the user and Early Is Best with respect to the Early Is Best Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Early Is Best with respect to the Early Is Best Website.
- 9.6. A printed version of these terms and conditions of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 9.7. It is the express wish of the parties hereto that these Terms & Conditions of Use and all related documents are drawn up in English.

10. INTERCEPTION AND MONITORING

- 10.1. You agree that your communications on this Website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the Owner as defined therein or any other competent authority.

11. PRIVACY

- 11.1. Your use of the Website is further subject to the provisions contained in the Statement of Privacy (Privacy Policy) published on the Early Is Best mobile application.

12. COPYRIGHT AND TRADEMARK NOTICES

- 12.1. All titles, content, trademarks, artwork, and associated imagery are trademarks and/or copyright material of their respective owners. All rights reserved.

13. TRADEMARKS

- 13.1. The materials available through this Website and other websites owned or provided by Early Is Best are the property of Early Is Best or its licensors, and are protected by copyright, trademark and other intellectual property laws.

- 13.2. You may view, copy and print pages from the Website only:
 - 13.2.1. for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices, or

 - 13.2.2. for communicating with Early Is Best about a company product or service.

- 13.3. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of Early Is Best.

- 13.4. Any rights not expressly granted herein are reserved.