	WEBSITE BASIC TERMS OF USE	
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INTRODUCTION

Please read these Terms carefully. Access to, the enX Group website <https://www.enxgroup.co.za> ("Website"), including any of its content, is conditional on your agreement to these Terms.

You must read, agree with, and accept all of the terms and conditions contained in these Terms.

By using or visiting our Website, you are bound to these Terms, and you indicate your continued acceptance of these Terms.

1. Responsibility of Users of the Website

Your access to, and all of your use of the Website must be lawful and must comply with these Terms.


When accessing or using the Website, you must behave in a civil and respectful manner at all times. We specifically prohibit:

- conduct that is unlawful and in contravention of law or regulation;
- any communication, transmission, or posting of material that is copyrighted, owned by a third party/ies unless you are the copyright owner or have the permission of the owner to use or post it;
- any communication, transmission, or posting of material that reveals trade secrets, unless you own them or have the permission of the owner;
- any communication, transmission, or posting of material that infringes on any other intellectual property, privacy or publicity right of another;
- any attempt to interfere in any way with the Website, or our networks or network security, or attempting to use our Website to gain unauthorized access to any other computer system;
- any accessing of data not intended for you, or logging onto a server or account, which you are not authorized to access;
- any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- any Attempt to interfere or interfering with the operation of the Website, Products, and/or Services, or our provision of Services to any other users of the Website, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mail bombing" or "crashing" the Website.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. enX Group shall take reasonable precautions to prevent the transmission of harmful content from its technology systems to your technology systems but provides you with no assurances or guarantees in this regard. enX Group disclaims any liability for any harm or damages resulting from your access or use of the Website or use of non-enX Group websites.

enX Group has the right (though not the obligation) to:

- refuse or remove any content that, in enX Group's reasonable opinion, violates any enX Group Policies or is in any way harmful or objectionable, or

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- terminate or deny access to and use of the Website to any person for any reason, in enX Group's sole discretion.

3. Copyright Infringement

As enX Group requires others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify The Information Officer (info@enxgroup.co.za). enX Group will, as it is able, respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In order to bring infringing material to our attention, you must provide our Information Officer with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- an identification of the copyrighted work and the location on the Website of the allegedly infringing work;
- a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law;
- your name and contact information, including telephone number and email address; and (e) a statement by you that the above information in your notice it is accurate and truthful that you are the copyright owner or authorized to act on the copyright owner's behalf.

In the case of a user who may infringe or repeatedly infringes upon the copyrights or other intellectual property rights of enX Group may, in its discretion, terminate or deny access to and use of the Website.

4. Trademarks

enX Group Trademarks, the enX Logo and all other trademarks, service marks, graphics and logos used in connection with the Website, are trademarks or registered trademarks of enX Group, or enX Group's Licensors. Other trademarks, service marks, graphics and logos used in connection with the Website, may be the trademarks of other third parties in which case such license is for the exclusive benefit and use of the enX Group by their respective owners.

Your use of the Website grants you no right or license to reproduce or otherwise use any enX Group or third party trademarks. Likewise, you grant no right or license to reproduce or otherwise use any of your trademarks, service marks, graphics and/or logos, unless expressly authorized by you.

5. Changes


The configurations and specifications of the Website may be amended and/or updated from time to time, at the sole discretion of enX Group. You are bound by any such changes or updates unless such changes materially diminish the functionality and value of the Website.

6. Limitation of Warranties of enX Group, its Suppliers and Its Licensors

enX Group and its licensors provide no warranties or make no representations whatsoever with respect to the Website, or any linked site or its content, including the content, information and materials on it or the accuracy, completeness, or timeliness of the content, information and materials.

We also do not warrant or represent that your access to or use of the Website or any linked site will be uninterrupted or free of errors or omissions, that defects will be corrected, or that the Website or any linked site is free of computer viruses or other harmful components.

We assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your browsing of the Website, or your downloading or uploading of any

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Content from or to the Website. If you are dissatisfied with the Website, your sole remedy is to discontinue using the Website.

No advice, results or information, whether oral or written, obtained by you from enX Group or through the Website, shall create any warranty not expressly made herein.

enX Group does not necessarily endorse, support, sanction, encourage or agree with any content or any user content, or any opinion, recommendation, content, link, data or advice expressed or implied therein, and enX Group expressly disclaims any and all liability in connection with user content and any other content, materials or information available on or through the Website, created or provided by users or other third parties.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

7. Limitation of Liability of enX Group, its Suppliers and its Licensors

Under no circumstances shall any party, its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits and business interruption, whether in contract or delict, including negligence, arising in any way from the use of the Website and/or the Contents thereof, or of any hyperlinked website even if such party is expressly advised of the possibility of such damages.

8. Your Representations and Warranties

You represent and warrant that your use of the Website will be in accordance with enX Group Privacy Policy, these Terms, and with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside, and with any other applicable policy or terms and conditions.

9. Indemnification

Subject to the limitations set forth herein, the Parties agree to defend, indemnify, and hold each other harmless, including its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with (i) a material violation of these Terms, or any agreement between the Parties, or (ii) any allegation that any information or material (including any Content) violates any rights of any third party.

You understand and agree that, by using the Website you are solely responsible for any data, including personally identifiable information, collected or processed.