

Website Terms of Use

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1. Purpose and application

These Website Terms of Use ("Terms") apply to the public corporate website operated by Edukat Proprietary Limited ("Edukat", "we", "us" or "our") at <https://edukat.co.za>, including the publicly accessible pages and materials made available through that website (the "Website").

The Website provides information about Edukat, its education-sector consulting, student-success and employability work, its solutions, publications and ways to contact the organisation. The Website is principally an information and business-enquiry channel.

These Terms govern use of the Website itself. They do not, merely by visiting the Website or submitting an enquiry, create a client relationship, a consulting engagement, a software licence, or a contractual commitment by Edukat to supply services.

2. Client engagements, Axola and other services

Consulting engagements, funded or institution-administered programmes, professional services and the Axola digital platform may be governed by separate proposals, master service agreements, statements of work, subscription or licence terms, confidentiality undertakings, client instructions and other applicable contractual documents.

Where a separate agreement governs a client engagement, platform or service, that agreement applies to that engagement, platform or service. These Website Terms do not amend, replace or override a signed agreement or the legal obligations arising from it.

Information relating to students, graduates, applicants or programme participants may be processed as part of an authorised client or project engagement. Responsibility for such processing depends on the relevant arrangement and applicable law, as explained in Edukat's Privacy Notice and the relevant client or programme documentation.

3. Access to the Website and changes to these Terms

Visitors may access the publicly available Website for lawful information, research, professional evaluation and ordinary business-enquiry purposes. By using the Website, visitors are expected to comply with these Terms insofar as they lawfully apply.

Edukat may update these Terms to reflect legal, operational, security or Website changes. The updated version and its revision date will be made available on the Website. Changes apply prospectively from publication unless applicable law requires otherwise.

Nothing in these Terms treats access to the Website as consent to every form of personal-information processing. Where consent is required under applicable law, it must be obtained through the appropriate process.

4. Permitted use of Website content

Unless otherwise indicated, visitors may view, download and print publicly available Website materials for their own information, professional evaluation, internal reference or other lawful non-commercial purposes, provided that the materials are not materially altered, misrepresented or presented as having been endorsed by Edukat.

Visitors may link to publicly available Website pages, including the Privacy Notice and PAIA Manual, provided that the link does not falsely imply endorsement, sponsorship or an affiliation with Edukat.

Reasonable quotations and references must identify Edukat as the source where appropriate and comply with applicable copyright and other intellectual-property laws. A separate licence or Edukat's written permission is required for substantial reproduction, republication, commercial exploitation or the use of protected materials beyond permitted legal exceptions.

5. Prohibited conduct

Visitors must not use or attempt to use the Website in a way that is unlawful, harmful to others or inconsistent with these Terms. In particular, visitors must not:

- Gain, or attempt to gain, unauthorised access to Website systems, restricted information, accounts or connected services.
- Introduce malicious code, interfere with availability, test security without authorisation, or circumvent technical restrictions.
- Use the Website to submit unlawful, fraudulent, defamatory, threatening, discriminatory or infringing material.
- Misrepresent their identity, authority, relationship with Edukat or the origin of a communication.
- Harvest contact details for unsolicited communications or extract substantial Website content through automated means without authorisation, except where permitted by law or through ordinary search-engine indexing.

Edukat may take lawful and proportionate steps to investigate misuse, restrict access, protect its systems or seek appropriate remedies.

6. Intellectual property and branding

Unless otherwise stated, the Website's design, text, graphics, reports, original materials, trade names, logos and other protected content are owned by Edukat or used with permission from their respective rights holders.

Access to the Website does not transfer ownership of intellectual property or grant a licence to use Edukat's name, logos, trademarks, methods, software or other protected material beyond the limited uses expressly allowed in these Terms or under applicable law.

Third-party materials and trade names displayed on the Website remain subject to the rights of their respective owners. Any proposed reuse beyond the permitted scope should be directed to info@edukat.co.za.

7. Enquiries, communications and submissions

Visitors may contact Edukat through published contact details and any enquiry forms provided on the Website.

Information supplied must be accurate to the best of the sender's knowledge and must not infringe another person's rights.

Submission of a request, proposal, enquiry or other communication does not oblige Edukat to accept instructions, submit a quotation, enter into a contract or provide a particular service. Any resulting engagement is subject to written agreement on the applicable scope, terms and authority.

Visitors should use an agreed and appropriately secure channel when transmitting sensitive, confidential, personal or client/project information. In particular, student or programme-participant records should not be submitted through a general Website enquiry channel unless specifically authorised and appropriate for the purpose.

Edukat may use submitted information only for legitimate and lawful purposes, including responding to and assessing the communication, in accordance with applicable law and the Privacy Notice. The act of submission does not by itself transfer ownership of the sender's intellectual property to Edukat.

8. Confidentiality

Confidentiality obligations may arise under applicable law, a non-disclosure agreement, client engagement terms, the nature of information disclosed, or other binding duties. Information is not automatically treated as public or non-confidential merely because a sender omitted a confidentiality label.

Equally, sending information through the Website does not automatically establish a comprehensive bilateral non-disclosure agreement. Parties intending to exchange commercially sensitive or restricted client materials should agree appropriate confidentiality and transmission arrangements before doing so.

Nothing in these Terms authorises the disclosure or use of personal information, client/project records or protected information contrary to law or an applicable agreement.



9. Privacy, cookies and access to records

Edukat processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and other applicable requirements. The separate Privacy Notice explains the categories and purposes of processing, disclosures, rights and contact procedures relevant to Edukat's operations and the Website.

Information about cookies and similar technologies, to the extent used on the Website, is set out in the Privacy Notice and any additional website preferences or notices made available. Nothing in these Terms constitutes blanket consent to optional cookies or direct marketing.

Requests for access to Edukat records under the Promotion of Access to Information Act 2 of 2000 ("PAIA") are dealt with under the separate PAIA Section 51 Manual accessible through the Website. Website use does not waive privacy, access-to-information or other statutory rights.

Privacy Notice: <https://edukat.co.za/privacy-policy/> | Privacy or PAIA enquiries: legal@edukat.co.za

10. Third-party websites and external services

The Website may contain links to third-party websites, service providers, public resources or digital platforms. Such links are provided for convenience or information and do not, without an express statement, signify that Edukat controls or endorses the third-party service.

Third parties may have their own terms, privacy notices, security arrangements and service practices. Visitors should review those provisions before using third-party services. Edukat is not responsible for content or practices beyond its control, except to the extent that responsibility arises under applicable law or an agreement.

11. Website information, availability and security

Edukat takes reasonable care in preparing information published on the Website, but corporate descriptions, publications, programme information and general guidance may change. Website content is general information and should not be treated as a binding service quotation, a guarantee of outcomes or professional advice tailored to a visitor's circumstances.

Edukat may correct content, carry out maintenance, change website features or temporarily restrict access for legitimate operational or security reasons. Continuous or uninterrupted access is not guaranteed.

Edukat recognises its statutory responsibilities to apply appropriate and reasonable technical and organisational safeguards to personal information. No internet-based service can be described as free from every risk. Visitors should take reasonable precautions when using online services and report suspected misuse or vulnerabilities to legal@edukat.co.za. These Terms do not waive Edukat's duties under POPIA or other applicable law.

12. Limitation of liability and statutory rights

To the extent permitted by applicable law, Edukat does not warrant that general Website content will always be complete, error-free, current or continuously accessible. Visitors remain responsible for independently assessing information before relying on it for a material decision.

To the extent permitted by law, Edukat is not responsible for indirect or consequential losses arising solely from ordinary access to, or reliance on, general Website content, particularly where the loss is not reasonably within Edukat's control. This does not limit any separately agreed obligations owed under a valid client or service contract.

Nothing in these Terms excludes or restricts liability for unlawful conduct, fraud, wilful misconduct, gross negligence where exclusion is prohibited, breach of statutory privacy obligations, or any liability or consumer right that cannot lawfully be excluded or restricted. No visitor is required to provide a general indemnity merely for accessing the Website.

13. Complaints, corrections and security concerns

Website content concerns, broken links, accessibility problems, suspected misuse or security issues can be raised with Edukat at legal@edukat.co.za. Please provide sufficient information to identify the issue without sending unnecessary personal or confidential data.

Privacy requests and concerns should follow the process in the Privacy Notice. Formal requests for access to records should follow the PAIA Manual. Any right to raise a complaint with a competent regulator, tribunal or court remains unaffected.

14. Governing law and dispute resolution

These Terms are governed by the laws of the Republic of South Africa, subject to any mandatory provisions of applicable law. Disputes relating to use of the public Website may be referred to a court or other competent forum in accordance with applicable procedural and substantive law.

Edukat encourages visitors to raise concerns using the contact details below so that an issue may be addressed appropriately. These Terms do not impose compulsory private arbitration or remove any lawful avenue of complaint or redress.

15. Company and contact particulars

Website owner: Edukat Proprietary Limited (Edukat (Pty) Ltd).

Company registration number: 2015/270997/07.

Website: <https://edukat.co.za> | General enquiries: info@edukat.co.za | Legal, privacy and PAIA enquiries: legal@edukat.co.za.

Telephone: +27 (0) 12 006 5975.

Physical address and address for legal correspondence: Thornhill Office Park, Building 10, 94 Bekker Road, Vorna Valley, Midrand, Gauteng, South Africa, 1686.

The information above identifies the corporate Website owner and its general contact channels. Formal contractual notices, privacy requests and legal service of process remain subject to applicable law and the relevant agreement or prescribed procedure.