



## Terms of use of the Bianca Prout-Jones Biokineticist Website

Welcome to the official Bianca Prout-Jones Biokineticist website. This website is managed by Bianca Prout-Jones Biokineticist (hereinafter referred to as BPJ Biokineticist or “we” or “us” or “our”).

THESE TERMS OF USE ARE APPLICABLE TO YOUR ACCESS AND USE OF THIS PORTAL. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PORTAL AS BY USING THIS PORTAL, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE.

### 1. Introduction

1.1 – Bianca Prout-Jones Biokineticist was established in August 2021 and is accessible at [www.bpjbio.co.za](http://www.bpjbio.co.za). These terms of use (“Terms”) apply to any person who:

1.1.1 – browsers, uses, accesses, refers to, views and/or downloads the information made available by us on the portal’s content; and/or makes any information available to us via the portal; and/or

1.1.2 – is or has applied to be part of our membership programme. Regardless of the device which you use to access the portal, including, but not limited to, internet-connected mobile devices and tablets.

### 2. Your acceptance of the Terms

2.1 – When using, accessing, browsing, referring to, viewing, and/or downloading content, you are entering into a legally binding contract with BPJ Biokineticist upon these Terms.

2.2 – These Terms apply to the entire contents of the portal and to any correspondence between us and you. Using, accessing, browsing, referring to, viewing, and/or downloading the content displayed on the portal for any purpose indicates that you have read, understood and accept these Terms and agree to be bound by them. If you do not agree to these Terms, please refrain from using, accessing, browsing, referring to, viewing, and/or downloading the content displayed on this portal.

### 3. Changes and modifications to the Terms, Portal and/or Content

3.1 – We may, at any time, in our sole and absolute discretion, do any of the following without prior notice:

3.1.1 – change these terms

3.1.2 – change or remove content accessible on the portal

3.1.3 – change or discontinue any aspect of the portal or services accessible on the portal; and/or



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3.1.4 – change the software and/or hardware required to access and use the portal.

3.2 – Your continued access or use of the portal, content and/or services will be subject to the terms in force at the time of your access or use. If you do not agree with any updates, amendments, or modifications, you may discontinue the use of the portal, content and/or services,

#### 4. Permitted use and prohibited conduct

4.1 – We hereby authorise you to view, copy, download to a local drive, print and distribute the content of the portal, or any part thereof, provided that:

4.1.1 – such content is used for non-commercial purposes only

4.1.2 – any reproduction of the content available on or through the portal, or any part thereof, must not infringe our intellectual property rights or the intellectual

property rights of third parties, and all copies must include the following copyright notice: © Bianca Prout-Jones Biokineticist. ALL RIGHTS RESERVED; and

4.1.3 – your use of the content is in accordance with these Terms

4.2 – You must not, directly or indirectly, do any of the following things:

4.2.1 – perform any action that violates these Terms, or any guidelines or policies posted by us

4.2.2 – use the portal for hacking, spoofing, cracking, phishing or spamming or any other activity

aimed at achieving similar purposes 4.2.3 – perform any action which is illegal, fraudulent or violates or infringes any of our rights or the rights of third parties, including intellectual property rights

4.2.4 – use any technology or other means to access, index, frame or link to the services (including the content) in a way that is not expressly authorized by us

4.2.5 – collect or process information in violation of our Terms; or

4.2.6 – interfere with any other person's use and enjoyment of the services, the portal, or the content.

4.3 – Any restrictions on the use of the portal or the content shall also apply to any part of the portal or the Content which may be cached when using the portal or the Content.

4.4 – We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any content in breach of the Terms.



## 5. Availability of the portal

5.1 – While we endeavour to ensure that the portal is normally available 24 hours a day, we shall not be liable if, for any reason, the portal is unavailable at any time or for any period.

5.2 – Access to the portal may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond our control. Paragraphs 5.1 and 5.2 have important legal consequences for you. In this paragraph: the legal responsibilities and liabilities of BPJ Biokineticist are excluded or limited; and any rights you have against us are limited or excluded. We make no promises that the portal or the content will always be available or that the portal or content will be available without interruption. As such, should you suffer losses because of the portal or content being unavailable you will not hold us liable. You will not take action against us if you suffer losses or damages as a result of the Website or Content being unavailable.

## 6. CPA, POPI and other laws

6.1 – If these Terms (or any contract governed by these Terms) or the content provided and/or made available on the portal are regulated by or subject to the consumer Protection Act No 68 of 2008, as may be amended from time to time (the “Consumer Protection Act”), the Protection of Personal Information Act, 4 of 2013 (“POPI”) or other laws, it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act, POPI or such other laws. Therefore, all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act, POPI and such other laws are complied with.

6.2 – No provision of these Terms (or any contract governed by these Terms):

6.2.1 – does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption

6.2.2 – requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

6.2.3 – limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act, POPI or other applicable laws (to the extent applicable) or which we give under the Consumer Protection Act, POPI, or other applicable laws (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

## 7. Access to technology and the internet

7.1 – We will not be responsible for your inability to access the portal, services and content due to limitations specific to your personal computers, mobile phones, and



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other similar devices ("Access Device"). To access the content, you must have an access device, which is able to connect to the Internet and to receive content.

7.2 – You, at your own cost, are responsible for obtaining and maintaining the access device, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, hardware, software, systems, and the like, needed to access the internet or to use the service.

7.3 – We are not responsible for any Internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.

7.4 – We will not be responsible for your inability to access the portal, service and content due to limitations specific to your access device. Paragraphs 7.1 to 7.4 have important legal consequences for you. In these paragraphs: our legal responsibilities are excluded or limited; you take on responsibilities and liability; and any rights you have against us are limited or excluded. You are responsible for ensuring that your access device has the necessary software and capabilities to access the content and that you have access to the technology to use the portal. It is your responsibility to make sure that you pay all Internet and data charges. We will not be responsible or liable for any of these charges, or if you cannot access the portal, services or content.

## 8. Links to and from other websites

8.1 – The portal and content available on or through the portal may contain links to other third-party websites, which are completely unrelated to us or our portal. If you link to third party websites, you may be subject to those third-party websites' terms and conditions and other policies.

8.2 – Links to third party websites on the portal are provided solely for your convenience. If you use these links, you leave the BPJ Biokineticist Website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them.

If you decide to access any of the third-party websites linked to this portal, you do so entirely. Paragraphs 8.1 and 8.2 have important legal consequences for you. In these paragraphs: our legal responsibilities are excluded or limited; you take on responsibilities and liability; and any rights you have against us are limited or excluded. We are not liable if you suffer losses or damages when visiting another third-party website by following a link to that website from our portal. You accept that there may be risks when you use such third-party websites, and you do so at your own risk.

## 9. Competitions

BPJ Biokineticist may run competitions and promotions on this portal or on social media. The terms and conditions relating to such competitions and promotions will be disclosed on the portal or in other communications made available to you.





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## 10. Intellectual property rights

10.1 – The Content we make available to you through the portal is owned by, or licensed to us, and as such, is protected from infringement by domestic and international law, including intellectual property law. Subject to the rights afforded to you herein, all our rights, including intellectual property rights, in content displayed on the portal, are expressly reserved.

10.2 – You must not use the portal or the content in any way that constitutes a violation of any law (including intellectual property law), or an infringement of our rights (including the intellectual property rights), the rights of our licensors or any third party.

10.3 – All intellectual property rights, including all rights, title and interest in and to the portal and content, of whatsoever nature existing now and, in the future, remain our absolute property and that of our licensors.

10.4 – You will not, at any time, acquire any rights, title, ownership or interest, including any intellectual property rights, in or to the portal or the content other than those rights expressly granted to you in these Terms.

10.5 – Where any of the content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

## 11. Electronic communications

By using the portal or communicating with us by electronic means, you consent and acknowledge that all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be “in writing”.

## 12. Disclaimer

12.1 – While we endeavour to ensure that the information on the portal is correct, we do not warrant the accuracy and completeness of the material on the portal. We may make changes to the material on the portal at any time without notice. The material on the portal may be out of date, and in this regard, we make no commitment to update such material.

12.2 – The material on the portal is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the portal on the basis that we exclude all representations, warranties, conditions and other terms whatsoever, including (without limitation) any representations, warranties or conditions as to the operation, integrity, compatibility, availability or functionality of the portal or content, which, but for the legal notice set out in this paragraph 12, might have effect in relation to the portal. Paragraphs 12.1 and 12.2 are important legal consequences for you. In these paragraphs: our legal responsibilities and liabilities are excluded or limited; any rights you have against us are limited or excluded; and you take on the responsibility and risk. There are things that may go wrong when you use the portal and BPJ Biokineticist will not be responsible or liable for anything that goes wrong.



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You use the portal knowing and accepting that things can go wrong and there are risks. We make no promises that the content will be free from errors or that the portal or content is suited for

your needs. The content cannot be relied upon to be true or accurate. As such should you suffer losses for relying on this content you will not be able to hold us liable. You will not be able to take action against us if you suffer losses or damages in these circumstances.

### 13. Data protection

13.1 – We collect personal information from you, and you may submit personal information to us. We will handle the collection, processing and storage of your personal information in accordance with our Protection of Personal Information Act.

13.2 – By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in the POPI ACT.

### 14. Linking and framing

It is expressly prohibited for any person, business, entity, or website to frame any page on the portal, including the home page, in any way whatsoever, without our prior written approval.

### 15. Agreements in terms of section 21 of the Electronic Communications and Transactions Act

15.1 – No information or data on the portal is an offer but merely an invitation to do business.

15.2 – No agreements shall be concluded merely by sending a data message to the portal or its owners, and valid agreements require an acknowledgement of a receipt from us.

### 16. Searching technology

The use of non-malicious search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from the portal is not permitted if such

technology will result in slowing down the portal server or copyright infringement of any content available on or through the portal.

### 17. Liability

17.1 – Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, and to the extent allowed by law, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the portal or the services or content provided from and through the portal. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the portal are free from errors or omissions or that the service will be 100% uninterrupted and error free.

17.2 – The portal is supplied on an “as is” basis and has not been compiled or supplied to meet the user’s individual requirements. It is your sole responsibility to satisfy yourself prior to entering into





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this agreement with us that the content available on or through the portal will meet your individual requirements and be compatible with your hardware and/or software.

17.3 – Information, ideas and opinions expressed on the portal should not be regarded as professional advice or our official opinion and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the portal.

17.4 – Neither BPJ Biokineticist nor any of our agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the purchase of any third-party products or services, or from the use of or inability to use any third-party products or services linked to, from, or advertised on our portal.

17.5 – BPJ Biokineticist shall not be held liable for any comments or postings you make on any of our social media platforms, including, but not limited to our Facebook page or via our Twitter or Instagram accounts for any content posted on the portal. We do not editorially control such comments or posting and therefore cannot be held liable for illegal or unconstitutional content (including, but not limited to defamatory, threatening, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, or blasphemous, comments or postings). Paragraphs 17.1 to 17.5 have important legal consequences for you and must be read carefully. In these paragraphs: our legal responsibilities and liabilities are limited or excluded; the rights or remedies you may have against us are limited or excluded; and you take on the responsibility and risk. There are things that may go wrong when using the Internet. We are not responsible or liable for anything that goes wrong. You use the Website knowing and accepting that these things can go wrong and that there are risks. We make no promises that the content be free from errors or that the portal or content is suited for your particular needs. The content cannot be relied upon to be true or accurate. None of the content can be considered our opinions or the opinions of our agents or representatives. If you purchase goods or services on third party websites which you have linked to via the portal, BPJ Biokineticist will not be liable for any losses you may suffer from your use of or inability to use the goods or services you purchased. You will not be able to take action against us if you suffer a loss or damages in these circumstances.

## 18. Indemnity

18.1 – As far as the law allows, you indemnify us and agree to hold us, our affiliates and our suppliers accountable against any loss, liability, costs, and damages which we or they may suffer from a claim, where the claim results from:

18.1.1 – your use and access to the portal, content and/or the services

18.1.2 – you are infringing or misusing any rights of any persons, including intellectual property rights in relation to the portal or content

18.1.3 – your violation of these Terms; or any comments or postings you may make on any of our social media platforms Paragraph 18.1 is important and must be read carefully. It limits or excludes our legal responsibilities and liability; limits or excludes the legal responsibilities and liability of



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various persons or entities; places legal responsibilities and liabilities and risks on you . In certain instances , BPJ Biokineticist or other persons or entities may have claims for damage caused by you, for example, when you infringe the intellectual property rights of others, make defamatory, threatening, or discriminatory comments on any type of media, or violate any of these Terms. You agree to take on responsibility and liability for losses and damages BPJ Biokineticist or other persons or entities may suffer, as far as the law allows us to pass this responsibility and liability on to you. You will not be able to take action against us if you suffer losses or damages in these circumstances. Your violation of these Terms; or any comments or postings you may make on any of our social media platforms.

## 19. Severability

19.1 – These Terms constitutes the agreement between you and us in respect of your access to and use of the portal. Any failure by us to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such right or provision.

19.2 – In the event that any term or condition of the use of the portal is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## 20. Waiver

Any failure by us to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such right or provision.

## 21. Applicable and governing law

The BPJ Biokineticist is hosted , controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use the portal and these Terms.

