



## General Terms & Conditions

The following Terms and Conditions are entered into between You and Nuclus (“Company”). The Company offers Nuclus Sites, including all information, tools and services available from these Sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting, scrolling, clicking within and/or purchasing from (“use”) our websites and any subdomains of the websites (“Sites”), you engage in our Services (“Services”) and agree to be bound by the following Terms of Service (“Terms of Service” “Terms”), including all additional terms and conditions and policies referenced herein and/or made available by hyperlink. These Terms apply to all users of our Sites, including, without limitation, users who are browsers, vendors, customers, merchants and/or contributors of content.

PLEASE READ THIS AGREEMENT CAREFULLY AND BE SURE TO UNDERSTAND IT FULLY, BECAUSE IT EXPLAINS AND CONTROLS YOUR LEGAL RELATIONSHIP WITH THE COMPANY AND YOUR RIGHTS RELATED TO YOUR USE OF OUR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITES.

Our Sites are offered and available to users who are 18 years of age or older. By using our Sites, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use our Sites.

## CHANGES TO THE TERMS

These Terms may be updated, changed or replaced, in total or in part, at any time and will take immediate effect upon publication. It is your responsibility to check this page upon visiting for any updates and changes. Your continued use of our Sites following the posting of any changes constitutes acceptance of said changes.

## PRIVACY

Your use of our Sites is subject to the Company’s Privacy Policy, Cookie Policy and Disclaimer. Please review each document located on our Sites and hyperlinked herein. Your agreement to these policies are hereby incorporated into these Terms.

Your use of our Sites is agreement that

1. You consent to these Terms in their entirety, including all policies linked and referenced herein.
2. All emails, phone numbers, credit card or other payment information and any and all other information provided on our Sites belongs to you and is accurate.
3. You will not reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the websites which the Service is provided, without express permission by the Company.
4. Your account is personal to you and you agree not to provide any other person with access to the Sites or portion of it using your user name, password or other security information.
5. You will notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
6. The Company has the right to disable any user name, password or account provided by you at any time at our sole discretion.
7. All content included as part of our Sites and Service is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and proprietary notices.
8. The Company name, logo, slogan, taglines, product names and titles, are trademarks of the Company. You will not use such marks without the express written permission of the Company.



9. You will not use our Sites for any unlawful purpose or solicit others to perform or participate in any unlawful acts.
10. You will not solicit others to violate these Terms.
11. The Company has not made any guarantees about the results you will receive by taking any particular actions recommended by our Sites, our Services or any recommendations of third party services or products.
12. Results obtained by others, including clients discussed within our Sites or Services, are not guaranteed to become your results, nor are you promised or guaranteed a similar outcome.
13. You will not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, claim ownership of, claim rights to, enhance or in any way exploit any materials provided by our Sites and/or received via email or download in response to your use of our Sites.
14. By downloading or opening any documents provided by our Sites, you will use for your personal or business use for your own learning and will not sell, copy, redistribute it without express written consent from the Company.
15. Purchase of any paid material, training or experience from the Company is for your own personal or business learning and you will not sell, copy, redistribute, or claim ownership over it in any manner. You further agree that you will not create any derivative work based upon the material provided and you will not offer any competing products or services based upon any information contained within the, materials, trainings, documents or experiences.
16. No joint venture, partnership, employment or agency relationship exists between you and the Company as a result of this agreement or use of our Sites or its materials, paid or free.

#### **ADDITIONAL PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Sites or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **CANCELLATIONS, REFUNDS & RETURNS**

Due to the digital nature of all purchases, we do not offer refunds.

#### **PRODUCTS OR SERVICES**

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of the Company. We reserve the right to discontinue any product at any time. Any offer for any product or service made on our Sites is void where prohibited.

We reserve the right to refuse any purchase you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt



to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unapproved individuals or company.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### **USE OF THIRD PARTY APPS OR TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through our Sites are entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Sites (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on these Sites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use



a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Sites or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your purchase).

### **INDEMNIFICATION**

You agree to indemnify, defend and hold the Company harmless and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Sites.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on our Sites or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa. You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to our Sites, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.



To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Pretoria, South Africa. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

### **CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Sites. It is your responsibility to check our Sites periodically for changes. Your continued use of or access to our Sites or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [info@nuclus.co](mailto:info@nuclus.co) with "TERMS AND CONDITIONS" in the subject line. Additional contact information can be obtained within the Privacy Policy.