



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

TERMS AND CONDITIONS OF USE

Last updated: September 2023

1. Introduction and Legal Terms

- 1.1. At Dynamikos, we are occupational health and safety (“**OHS**”) training specialists offering accredited training courses to clients (the “**Services**”). By accessing or using <https://dynamikos.co.za/> or any related platform or application (collectively, “**the Platform**”), or any of Services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by Dynamikos.
- 1.2. These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform or our Services. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.
- 1.3. Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit the risk or liability of Dynamikos, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify Dynamikos or is an acknowledgement of any fact by you.
- 1.4. The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to all users accessing the Platform for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Dynamikos or its possession.

2. Our Services

- 2.1. As accredited OHS specialists, we offer various training and courses on all the facets of OHS. We offer courses in first aid, fire safety, health and safety, courses for health professionals, value added courses and many more. For a complete list of our available courses please refer to the “Courses” tab on the Platform.
- 2.2. Apart from our available courses our services include:
 - 2.2.1. OHS Legal Compliance Audits
 - 2.2.2. OHS On-site Medicals
 - 2.2.3. The supply of First Aid and Safety Products
 - 2.2.4. The Servicing and Refilling of Fire Equipment
 - 2.2.5. Staging of First Aid and Fire Fighting Scenarios
 - 2.2.6. Implementation of OHS Monitoring Systems
 - 2.2.7. Employee Awareness Training
 - 2.2.8. General Office and Workplace Disinfection
- 2.3. The courses and services we provide are also fully accredited by the Department of Employment and Labour, the Resuscitation Council of South Africa, the Manufacturing, Engineering and Related Services Sector Education and Training Authority, South African Institute of Occupational Safety and Health, Cape Chamber of Commerce and Industry and the Committee for Tactical Emergency Casualty Care.



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

3. Registering an Online Learning Profile

- 3.1. Our training courses are offered both in person and virtually through our online learning portal accessible via the Platform through the login link provided.
- 3.2. To undertake a course virtually, you must complete payment for your requested course after which our office will provide you with a username and password to log in to our online learning portal.
- 3.3. When signing up to any course offered or requesting a quote from us, you agree to provide accurate, current, and complete information and to inform us as and when it changes.
- 3.4. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your username to grant you access to your profile.
- 3.5. By sharing your personal information with us, you warrant that the person using the Services is you or you have the authority to act on behalf a corporate entity. You are responsible for the information you provide, and all the actions taken with us.
- 3.6. Please see our Privacy Policy for more details on how we process your personal information.

4. Payment Terms

- 4.1. At Dynamikos, we provide our Platform as an information hub for you to browse our available services and choose the Services that best suit your needs. The use of the Platform is therefore free. If you would like to use our Services, please contact us through the platform or at info@dynamikos.co.za and we'll get back to you to engage with you on our fees and provide you with a quote.
- 4.2. Refunds And Returns
Unless otherwise required by applicable laws, **Dynamikos does not refund any fees which have been paid by a user for services received from Dynamikos.**

5. Responsibilities and Warranties

- 5.1. By using the Platform and/or the Services, you warrant that:
 - 5.1.1. you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
 - 5.1.2. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
 - 5.1.3. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
 - 5.1.4. you lawfully possess and submit all information to Dynamikos for the use of it or the Services;
 - 5.1.5. you will not post, upload, replicate or transmit any abusive content on the Platform that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy;
 - 5.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform or the Services including but



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;

- 5.1.7. you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that the user does not own or does not have the right to publish or distribute;
- 5.1.8. you will not use the Platform/Services for any commercial purpose other than as expressly provided for by Dynamikos herein;
- 5.1.9. you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- 5.1.10. you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing us to manifest our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority, demanding specific performance and/or suing you for damages.

- 5.2. The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform.
- 5.3. **Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.**
- 5.4. We do not guarantee that the Platform/Services, or any portion thereof, will function on any particular hardware or device.

6. Messages and Advertising

6.1. Data Messages between You and Dynamikos

- 6.1.1. Data messages, including email messages, you send to us will be considered as received only when we acknowledge or responded to these messages.
- 6.1.2. Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.
- 6.1.3. We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.
- 6.1.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

6.2. Hyperlinks, Deep Links, Framing

- 6.2.1. The Platform may include links to other websites ("**other sites**"). Dynamikos does not own or endorse these other sites and is not responsible for the information, material, products, or services contained on or accessible



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

6.2.2. We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

6.2.3. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

6.3. Advertising and Sponsorships on the Platform

6.3.1. The Platform may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform complies with all applicable laws and regulations as well as our internal Dynamikos policies.

6.3.2. Dynamikos, its shareholders, directors, employees, partners, affiliates, and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

7. Intellectual Property

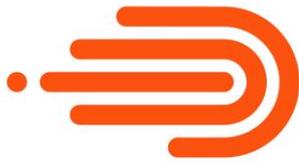
7.1. All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Dynamikos, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

7.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform and contained within the Services are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without the written consent of Dynamikos first being granted, which consent may be refused at the discretion of Dynamikos. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, Dynamikos and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

7.3. We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

7.4. Where any intellectual property has been licensed to us or belongs to any third party all 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.

7.5. Subject to adherence to the Terms, we grant to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Dynamikos first being granted.

8. Indemnities, Disclaimers, And Warranties

8.1. Disclaimers

- 8.1.1. The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.
- 8.1.2. **Dynamikos, its shareholders, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.**
- 8.1.3. **Dynamikos, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.**
- 8.1.4. We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

8.2. Indemnities

- 8.2.1. **You indemnify and hold harmless Dynamikos, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or concluded through the Platform in any way.**
- 8.2.2. **You agree to indemnify, defend, and hold Dynamikos harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**

8.3. This clause will survive termination of this agreement.

9. Dispute Resolution

- 9.1. Negotiation - Should any dispute, disagreement or claim arise between you and Dynamikos concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

- 9.2. Mediation - Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them to find a mutually beneficial solution.
- 9.3. Arbitration - If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by Dynamikos.
- 9.4. Jurisdiction - Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 9.5. No publication - The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

10. Termination of Use

- 10.1. **IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF THE PLATFORM OR OUR SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.**
- 10.2. If you wish to terminate your agreement with us and these Terms, you may do so by ending your use of the Services. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

11. Notices and Service Address

- 11.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 11.1.1. in the case of Dynamikos, at info@dynamikos.co.za; or
 - 11.1.2. in the case of the user, at the e-mail, cellphone number, and addresses provided to us.
- 11.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 11.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

12. Company Information

- 12.1. **Site owner:** Dynamikos Training Network (Pty) Ltd
- 12.2. **Legal status:** Private Company
- 12.3. **Registration number:** 2022/679665/07



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

- 12.4. **Description of business:** OHS Specialists
- 12.5. **Telephone number:** 021 949 2208
- 12.6. **Email address:** info@dynamikos.co.za
- 12.7. **Platform address:** www.dynamikos.co.za
- 12.8. **Physical address:** Unit 8, Rosenpark Business Park, Bella Rosa Street, Bellville, Cape Town, 7530
- 12.9. **Postal address:** same as above.

13. General

- 13.1. Relationship Between the Parties - The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.
- 13.2. Force Majeure - If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned
- 13.3. Change Without Notice - The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 13.4. Entire Agreement - This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 13.3, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 13.5. No Indulgence - No indulgence, leniency or extension of time granted by Dynamikos shall constitute a waiver of any of Dynamikos's rights under these Terms and, accordingly, Dynamikos shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.
- 13.6. Importation of Words - Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.
- 13.7. Headings as Reference - The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.



DYNAMIKOS

TRAINING | SOLUTIONS | SAVING LIVES

- 13.8. Governing Law - Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 13.9. Failure to Pay - In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Dynamikos in relation to the payment failure or breach.
- 13.10. Severability - Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 13.11. Prohibited Provision - No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 13.10.