

## Terms and Conditions for CA Namibia

### Terms and Conditions

Last updated: October 12, 2020

Please read these terms and conditions carefully before using our Website. These terms tell you the rules for using our Websites (defined below).

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Country** refers to: Namibia
- **Institute** (referred to as either "the Institute", "We", "Us" or "Our" in this Agreement) refers to Institute of Chartered Accountants of Namibia, 342 Sam Nuyoma Drive, Windhoek.
- **Device** means any device that can access the Website such as a computer, a cellphone or a digital tablet.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Institute regarding the use of the Website.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Website.
- **Website** refers to CA Namibia, accessible from <http://www.ican.com.na>
- **You** means the individual accessing or using the Website, or the Institute, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

### Acknowledgment

These are the Terms and Conditions governing the use of this Website and the agreement that operates between You and the Institute. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Website.

Your access to and use of the Website is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Website.

By accessing or using the Website You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Website.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Institute. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read our Privacy Policy carefully before using our Website.

## Rules about how to use our website

- You must only use our Websites in a reasonable manner, consistent with these Terms of Use and the Privacy Policy, as well as ordinary community standards of behaviour and decency. Under no circumstances may the Websites be used for any illegal purpose, or in a manner likely to cause offence to a reasonable person.
- You must not use the Websites for any purpose which we consider to be unacceptable.

Examples of unacceptable behaviour include, but are not limited to:

- impersonating or otherwise misrepresenting your identity or affiliation with any other person or entity;
- posting, disclosing or transmitting any material that is defamatory, illegal, threatening, harassing, offensive, obscene, misleading or deceptive, or which infringes the Institute or any third party's intellectual property or breaches any duty of confidence or contractual obligation owed to the Institute or any third party, or otherwise using the Website for any inappropriate or harmful purpose;
- sending junk, obscene, indecent, offensive or threatening electronic mail or "spam" to any person or company;
- falsifying or deleting any attributions, legends, or other proprietary designations of origin or source of any content of the Websites;
- conducting, displaying, or forwarding surveys, contests, pyramid schemes, or chain letters;
- interfering with, harming, limiting the functionality of, or disrupting the Websites, or the servers, equipment, systems or networks connected to the Websites or any user of the Websites, or disobeying any requirements, procedures, policies, or regulations of the websites or networks connected to the Websites;
- attempting to gain unauthorised access to the Websites or computer systems or networks connected to the Websites through any means;

- modifying, adapting or amending the Websites, or permitting any third party to modify, adapt or amend the Websites;
  - disassembling, decompiling, or reverse engineering (or permitting any other person to do so) all or any parts of the source code which comprises the Websites (or attempting to do so);
  - sending or uploading any material that contains viruses, worms, trojan horses, time bombs, cancelbots or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - committing forgery (or attempted forgery), harassing any individual, or harming minors in any way;
  - soliciting money, passwords or personal information from any person;
  - harming, abusing, harassing, stalking, threatening or otherwise offending others;
  - giving any accounting, financial, tax, legal, medical or other professional advice;
  - vilifying, insulting or humiliating any person on the basis of race, religion, ethnicity, gender, age, sexual orientation, any physical or mental disability or in any other discriminatory way;
  - using the Websites to assist in the conduct of the business of any third party, including by promoting or advertising goods or services, websites, schemes or other matters (unless expressly permitted, for example via Employment Listing Services covered in Section 10);
  - collecting, storing, posting, disclosing or transmitting personal information or data about others, including, without limitation, tax file number information and email addresses; or
- You acknowledge and agree that:
    - we may immediately suspend or terminate your access to the Websites if you breach these Terms of Use, or we suspect on reasonable grounds that you have breached these Terms of Use or used the Website for any unacceptable purpose; and
    - such immediate suspension or termination is reasonably necessary to protect the legitimate interests of our business.

## Links to Other Websites

Our Website may contain links to third-party web sites or services that are not owned or controlled by the Institute.

The Institute has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Institute shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Our intellectual property rights

The information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Websites (the Content) is protected by copyright, trade mark and other intellectual property laws, and is owned by and vests in the Institute and its licensors.

You acknowledge and agree that these Terms of Use do not transfer any right, title or interest in the Content to you. You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content.

The Institute logo and name may not be used as part of your business or in connection with any goods or services without the prior written consent of the Institute.

## Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, your right to use the Website will cease immediately.

## Liability

To the maximum extent permitted by applicable law, in no event shall the Institute or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Website, third-party software and/or third-party hardware used with the Website, or otherwise in connection with any provision of this Terms), even if the Institute or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Website is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Institute, on its own behalf and on behalf of its Affiliates and its and their respective licensors and Website providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Institute provides no warranty or undertaking, and makes no representation of any kind that the Website will meet Your requirements, achieve any intended results, be compatible or work with any other software,

applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Institute nor any of the Institute's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Website, or the information, content, and materials or products included thereon; (ii) that the Website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Website; or (iv) that the Website, its servers, the content, or e-mails sent from or on behalf of the Institute are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and your use of the Website. Your use of the application may also be subject to other local, national, or international laws.

## Disputes Resolution

If You have any concern or dispute about the Website, You agree to first try to resolve the dispute informally by contacting the Institute.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

These Terms and Conditions may have been translated if we have made them available to You on our Website. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Website after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Website.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [secretariat@ca-nam.com](mailto:secretariat@ca-nam.com)
- By phone number: +264 61 220218