

## 1. Acceptance of these Terms and Conditions

1.1 This web site, which is accessible at [www.dnaproject.co.za](http://www.dnaproject.co.za) ("**this Web Site**"), is made available by The DNA Project NPC, registration number: 2008/017790/08 ("**the Owner**").

1.2 The terms and conditions set out below, including any additional document incorporated by reference ("**Terms and Conditions**"), apply to any person who uses, accesses, refers to, or views any part of this Web Site ("**You**" or "**Your**" including cognitive terms).

1.3 Subject to clause 1.5 below, these Terms and Conditions regulate the terms and conditions upon which You may use, access, refer to, or view (individually and collectively referred to as "**Use**") this Web Site and the information, content, products or services available on or through this Web Site ("**the Web Site Content**"), whether or not the Web Site Content is provided by or belongs to the Owner, its affiliates, subsidiaries, holding companies, partners, third-party providers or any other party. The Web Site Content includes but is not limited to any software, icons, text, graphics, photographic images, sound clips, advertisements, music, video clips, Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Program-Carrying Signals, Published Editions, Computer Programs, sound and television broadcasts, ring tones, ring back tones, SMS tones, artwork trade names, logos, designs, trade marks and service marks which are displayed on or incorporated in this Web Site. The terms "Literary Works", "Musical Works", "Artistic Works", "Sound Recordings", "Cinematograph Films", "Program-Carrying Signals", "Published Editions", and "Computer Programs" shall bear the meanings assigned to such terms in the Copyright Act 98 of 1978.

1.4 You agree that:

1.4.1 clicking/checking the "I Agree" button, and/or making use of this Web Site signifies your agreement to comply with these Terms and Conditions these Terms and Conditions shall apply even where the Web Site Content is provided by or belongs to our clients, affiliates, subsidiaries, holding companies, partners, third-party providers or any other party; and

1.4.2 we may at any time amend, or impose additional terms and conditions relating to any service, the content, products, facilities or functionality which is made available by the Owner or the Owner's affiliates, subsidiaries, holding companies or partners, by way of this Web Site or otherwise ("**the Additional Terms and Conditions**"). If You wish to Use these services, content, products, facilities or functionality, You must agree to the Additional Terms and Conditions.

1.5 If You do not agree to these Terms and Conditions, You will not be allowed to Use this Web Site and the Web Site Content and You must immediately delete all copies of the Web Site Content in Your possession or under Your control. This includes, but is not limited to, any Web Site Content which has been copied or cached by You.

1.6 You are allowed to print a copy of these Terms and Conditions. If You have any difficulty printing these Terms and Conditions or require assistance in obtaining a hard copy or electronic copy of these Terms and Conditions or of the Additional Terms and Conditions, You should contact Vanessa Lynch at [info@dnaproject.co.za](mailto:info@dnaproject.co.za)

## 2. Scope of permitted use

2.1 You may use this Web Site to (i) browse and print the Web Site Content, (ii) leave comments on the various blog posts, opinion polls and/or bulletin boards, and (iii) participate in any competition or promotion conducted through the Web Site.

2.2 Subject to these Terms and Conditions and any Additional Terms and Conditions, this Web Site and the Web Site Content may only be used by you for the purposes set out in paragraph 2.1 of these Terms and Conditions and for lawful personal and non-commercial purposes ("**the Permitted Use**"). The Permitted Use does not extend to the source code of this Web Site or of the source code of any software or computer program that forms part of the Web Site Content.

2.3 In addition, you are not allowed, without the Owner's prior written approval, to:

2.3.1 frame, link to, modify, distribute, commercialise, exploit and /or alter this the Web Site or the Web Site Content;

2.3.2 incorporate any part of the Web Site Content in any other work or publication; and/or

2.3.3 perform any other act which may not be considered fair use. (collectively "**Prohibited Acts**")

2.4 These Terms and Conditions and any restrictions on the Use of this Web Site or the Web Site Content will also apply to any part of this Web Site or the Web Site Content which is cached when Using this Web Site or the Web Site Content.

2.5 Requests for approval to perform a Prohibited Act must be submitted to Vanessa Lynch at info@dnaproject.co.za . The Owner is entitled, in its sole discretion, to withhold or grant consent. The Owner may also impose any conditions on any consent which is granted.

2.6 When printing the Web Site Content, You must ensure that the following copyright notice appears prominently on every page which is printed:

"Copyright The DNA Project NPC. All rights reserved".

2.7 You may only be allowed to download or copy certain content on the Web Site for non-commercial purposes if the Owner expressly permits You to do so, provided that You:

2.7.1 maintain all copyright, trade mark and other intellectual property notices contained therein;

2.7.2 acknowledge the Owner as the source of the content;

2.7.3 acknowledge writers, journalists, photographers and third parties as they are acknowledged on the Owner's Web Site; and

2.7.4 include the date upon which the content was sourced from the Owner's Web Site

2.8 The Owner may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate:

2.8.1 the operation of this Web Site or any of the Web Site Content; or

2.8.2 Your right to Use this Web Site or any of the Web Site Content.

2.9 You may not transfer any rights granted to You in terms of these Terms and Conditions to any other person or entity.

2.10 The Owner is allowed to grant the same, similar, additional or different rights to any other person or entity.

2.11 You are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by You for purposes of the Permitted Use.

2.12 In Using the Web Site, You undertake to refrain from performing or attempting to perform any of the following actions or facilitating the performance or attempted performance of such actions by other persons:

2.12.1 any action that violates any of these Terms and Conditions;

2.12.2 fraud, including without limitation to its common law meaning, solicitation or inducement of any person to participate in any commercial or non-commercial activities which are in the nature of a financial scam, "pyramid schemes" or "chain letters"; and

2.12.3 violation or infringement of any intellectual property rights contained in clause 6 below.

### **3 Exclusion of liability for Use of this Web Site and the Web Site Content**

3.1 Use of this Web Site and the Web Site Content is entirely at Your own risk.

3.2 Subject to the provisions of the Electronic Communications and Transactions Act, No. 25 of 2002 ("the ECT Act") and to the fullest extent allowed by law, the Owner will not have any liability whatsoever in relation to this Web Site and the Web Site Content. You hereby indemnify the Owner against any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from Your Use of or reliance on this Web Site or the Web Site Content, or any actions or transactions resulting therefrom, even if the Owner has been advised of the possibility of such loss, liability, expense, claim, penalty or damages.

3.3 In addition to the general scope of clauses 3.1 and 3.2 above and to the fullest extent allowed by law, the Owner will not be liable for any unavailability, interruption, downtime, malfunction, or failure of this Web Site or the Web Site Content for any reason whatsoever.

3.4 To the fullest extent allowed by law, if any of the limitations or exclusions of the liability of the Owner in these Terms and Conditions are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will the total cumulative liability of the Owner to You exceed R1 000 (one thousand rand).

3.5 For the purposes of this clause 3 and clause 5 below, any reference to the Owner will be considered to also include the employees, officers, directors, representatives, agents,

shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers of the Owner.

#### **4. Exclusion of warranties and representations**

4.1 Any views or statements made or expressed on this Web Site are not necessarily the views of the Owner, the Owner's affiliates, subsidiaries, holding companies, partners, directors, employees, officers, servants and/or agents.

4.2 This Web Site and the Web Site Content is provided "as is" and is subject to change without notice.

4.3 Subject to the provisions of the ECT Act, this Web Site and the Web Site Content is provided without any representation or warranty whatsoever, whether express, implied or statutory. This includes but is not limited to any representation or warranty as to the operation, integrity, compatibility, availability or functionality of this Web Site or as to the operation, accuracy, completeness, integrity, compatibility, availability, functionality or reliability of the Web Site Content.

4.4 The Owner also makes no warranty or representation, whether express or implied, that the Web Site Content is free of viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system, computer network, any handset or mobile device, or Your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or Your hardware or software.

4.5 The Owner does not accept any responsibility for any errors or omissions on this Web Site or the Web Site Content.

4.6 You must not rely on any warranty or representation, which allegedly induced You to agree to these Terms and Conditions, unless the representation or warranty is recorded in these Terms and Conditions.

4.7 This Web Site and the Web Site Content is not intended to, and does not, constitute advice or a recommendation of any nature at all in respect of, but not limited to, any entity, institution, investment, service or product.

4.8 You must not enter into any transactions, make any investments, make decisions of any nature, including, without limitation, any purchases or any financial or commercial decisions, or incur any loss or liability based partly or wholly on the Web Site Content. You should always obtain independent expert advice prior to making any financial, commercial or other decisions.

4.9 To the extent that the Web Site Content contains any information related to any stock exchanges, financial markets, financial products, securities, derivatives, units, funds, currencies and/or exchange rates, You acknowledge that this information may not be accurate or complete. You further acknowledge that any assessment or reflection of the performance of any security, unit, fund, product, stock exchange, derivative or financial

market does not mean that such performance will be repeated or should be relied upon in any way.

## **5. References and links to and from other web sites, products and services**

5.1 This Web Site may contain references or links to other web sites ("Other Web Sites") and to the products, opinions or services of third parties. These references or links are not intended to be, and should not be interpreted as an endorsement, recommendation, or affiliation to these Other Web Sites or the opinions, products, services of third parties. Your use of Other Web Sites or the products or services of third parties will be entirely at Your own risk.

5.2 Subject to the provisions of the ECT Act and to the fullest extent allowed by law, the Owner is not responsible for any loss, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential, arising from or related to the reliance on, use or attempted use of Other Web Sites or the opinions, products or services of third parties.

5.3 You may not make (and You may not allow any third party to make) any reference to the Owner, this Web Site or the Web Site Content, whether by way of a link or otherwise, where the reference could in any way be interpreted as an endorsement, affiliation, or recommendation by the Owner in relation to You or a third party, or of Your services, products, opinions or conduct or those of a third party.

## **6. Intellectual Property**

6.1 The Web Site Content, including (without limitation) any software, icons, text, links, graphics, photographic images, sound clips, music, ring tones, ring back tones, SMS tones, video clips, artwork, Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Program-Carrying Signals, Published Editions, Computer Programs, sound and television broadcasts, trade names, logos, trade marks and service marks (collectively, the "Products") are protected by law, including but not limited to copyright, patent and trade mark law, and are the property of the Owner and/or our licensors. Any unauthorised Use of the Web Site Content is prohibited.

6.2 Subject to clause 2 above, You will not acquire any right, title or interest in or to this Web Site or the Web Site Content other than those rights expressly granted to You in these Terms and Conditions. Your rights of Use are subject to these Terms and Conditions.

6.3 Where any of the Web Site Content has been licensed to the Owner 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.

## **7. Your behaviour when Using this Web Site**

7.1 You may not Use this Web site to obtain or distribute:

7.1.1 copyrighted material or material protected by laws relating to intellectual property rights without the permission of the Owner;

7.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software;

7.1.3 material which is defamatory, unlawful or contains hate speech; or

7.1.4 bulk e-mail, whether solicited or unsolicited.

7.2 You must not interfere with or jeopardise the functionality or the operation of any part of this Web Site or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this Web Site.

7.3 You are strictly prohibited from Using this Web Site for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

7.4 You may not intercept any information transmitted to or from the Owner or this Web Site which is not intended by the Owner to be received by You.

7.5 You must respect other users of this Web Site at all times.

7.6 You must not:

7.6.1 post, transmit or otherwise make available, through or in connection with the Web Site anything that is or may be threatening, harassing, degrading, fraudulent, wrongful, obscene, indecent or otherwise objectionable;

7.6.2 harvest or collect personally identifiable information about other users of the Web Site;

7.6.3 restrict or inhibit any other person from using the Web Site (including hacking or defacing any portion of the Web Site);

7.6.4 use the Web Site to advertise or offer to sell or buy any goods or services without the Owner's express written consent;

7.6.5 reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, or access to the Web Site; and

7.6.6 create a database by systematically downloading and storing all or any Web Site Content

**8. Registration** 8.1 You may be required to register with the Owner in order to access certain (i) services offered by the Owner, or (ii) areas of the Web Site. With respect to such registration:

8.1.1 we may refuse to grant you, and you may not use, (i) a user name (or email address) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that may belong to another person; (iv) that violates the intellectual property or other rights of any person; (v) that is offensive or (vi) that we reject for any other reason in our sole discretion.

8.1.2 Your user name and password are for your personal use and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Web Site, and agree not to transfer your password or user name, or lend or otherwise transfer your Use of or access to the Web Site, to any third party. You are fully responsible for all interaction with the Web Site that occurs in connection with your password or user name. You agree to immediately notify the Owner of any unauthorised use of Your password or user name or any other breach of security related to Your account or the Web Site, and to ensure that You "log off"/exit from Your account with the Web Site (if applicable) at the end of each session. The Owner shall not be liable for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

## **9. Variation of certain deeming provisions in the ECT Act**

9.1 By Using this Web Site, You agree that these Terms and Conditions create a binding agreement between the Owner and You, even though these Terms and Conditions are wholly or partly in the form of a data message. You agree specifically that:

9.1.1 the agreement will be treated as if it was concluded at the Owner's physical address detailed in clause 16.1 below on the date on which You first made any Use of this Web Site;

9.1.2 an electronic signature is not required by You or the Owner for purposes of agreeing to these Terms and Conditions. You agree that by Using this Web Site or the Web Site Content this will be sufficient evidence of Your agreement to these Terms and Conditions;

9.1.3 any data message sent by You to the Owner will be deemed to have been sent from the Owner's physical address detailed in clause 16.1 below if neither Your usual place of business nor residence is located within the Republic of South Africa;

9.1.4 any data message sent by the Owner to You will be deemed to have been received by You at the Owner's physical address detailed in clause 16.1 below if neither Your usual place of business nor residence is located within the Republic of South Africa;

9.1.5 any communication sent to You by an information system programmed to operate automatically on behalf of the Owner will not be a data message attributable to the Owner or authorised by the Owner;

9.1.6 subject to clause 9.1.5 above and clause 16 below of these Terms and Conditions, a data message sent by You to the Owner will only be treated as having been received by the Owner when an acknowledgement of receipt is sent by the Owner personally or a person who had authority to act on behalf of the Owner in respect of that data message; and

9.1.7 this agreement will be interpreted and implemented in accordance with the laws of the Republic of South Africa and You agree to the jurisdiction of the courts of the Republic of South Africa.

## **10. Refund Policy**

10.1

## **11. The blog posts and opinion polls**

11.1 Blog posts, opinion polls and bulletin boards may, from time to time, be made available on the Web Site.

11.2 By You posting or publishing any content or comment on the blog posts, opinion polls and/or bulletin boards, You:

11.2.1 grant to the Owner a non-exclusive, transferable, sub-licensable, royalty free, irrevocable, world-wide licence to use, publish, disseminate, distribute, reproduce, adapt, and/or sub-licence such content on the Web Site and/or to any of its affiliated publications and/or web sites and to use the content for, amongst others, its promotional, marketing and research purposes;

11.2.2 acknowledge and agree that while the Owner is unable to review all content posted in the blog posts, opinion polls and bulletin boards, it reserves the right, in its sole discretion, to delete, edit or relocate any such content for any reason;

11.2.3 acknowledge that should You disclose Your personal information in any of the comments posted by You, Your personal information may be viewed, collected and/or used by any other party Using the Web Site. In such circumstances, You agree that the Owner shall not be obliged to protect Your personal information or any other interest in law or otherwise, and You indemnify the Owner from any loss (whether direct, indirect or consequential) You may suffer as a result of any party being privy to Your personal information;

11.2.4 agree that You may use the blog posts, opinion polls and/or bulletin boards only for personal non-commercial purposes.

11.3 You further agree not to post or publicise:

11.3.1 any content which may be considered, amongst others, abusive, obscene, defamatory, pornographic or illegal;

11.3.2 off-topic content, or the same content in multiple blog posts;

11.3.3 any graphics, audio or JavaScript files; and

11.3.4 any content that may, in the opinion of the Owner, be seen as (without limitation) solicitation of funds or advertising of goods or services.

11.4 You acknowledge and agree that the Owner shall be entitled, in its sole discretion and for any reason, to prohibit You, from posting any comment on the blog posts, opinion polls and/or bulletin boards.

## **12. Interception and monitoring**

You agree that Your communications on this Web Site may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the Owner or any other competent authority.

## **13. Privacy Policy**



13.1 The Owner recognises the importance of protecting the privacy of personally identifiable information collected about our users.

13.2 In adopting this Privacy Policy, the Owner wishes to balance its legitimate business interests when collecting and using your personal information and Your reasonable expectation of privacy. In this respect, the Owner will take reasonable steps to prevent unauthorised access to, or disclosure of your personal information. However, the Owner does not guarantee that Your personal information shall be 100% secure.

13.3 By continuing to use this Web Site, You agree to the terms and conditions of this Privacy Policy. If You do not agree with this Privacy Policy, please do not continue to Use The Web Site.

13.4 Use of IP Address: An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. The Owner also logs IP addresses, or the location of computers on the Internet. The Owner collects IP addresses for the purposes of system administration, to report aggregate information to our advertisers, and to audit the use of the Web Site. The Owner does not ordinarily link IP addresses to personal information, which means that Your session may remain anonymous. However, the Owner cannot guarantee that this will always be the case. For example, it may be necessary to identify a particular user when it is necessary to enforce compliance with the Terms and Conditions or to protect our service Web Site, customers or other interests.

13.5. Links to other sites: When You are on the Web Site, You could be directed to other sites that are beyond the Owner's control. These other web sites may send their own cookies to You, collect data or solicit personal information. The Owner does not control the privacy policies of any advertisers, sponsors or other third party web sites.

13.6: Security: The importance of security for all personal information associated with You is of the utmost concern to us. While the Owner exercises great care in providing secure transmission of Your personal information, no data transmission over the Internet can be guaranteed to be 100% secure. The Owner cannot guarantee the security of any information you transmit to, or from the Owner's Web Site.

13.7. E-Mail: The Owner may periodically send e-mails to You to the e-mail address provided by You.

## **14. Financial Donations**

If you choose to make a donation to The DNA Project, your credit card information will be used only for this transaction through our secure online payment system. The DNA Project does not retain credit card information. If you make a Donation on the Web Site, you agree to our Refund Policy.

## **15. Variation of these Terms and Conditions**

15.1 Subject to the variations or amendments provided for in terms of clause 15.2 below, no other variation or amendment, in any form whatsoever, of these Terms and Conditions will be enforceable or binding on the Owner unless the Owner has agreed to such variation or amendment in writing.

15.2 The Owner is entitled and reserves the right to vary or amend these Terms and Conditions from time to time and in its sole discretion ("Amended Terms and Conditions"). These Amended Terms and Conditions will be displayed on this Web Site. On the first occasion on which You Use this Web Site after the Amended Terms and Conditions have been displayed on this Web Site, if You continue to Use this Web Site after having had a reasonable opportunity to review the Amended Terms and Conditions, the Amended Terms and Conditions will immediately be treated as being effective and binding on You.

15.3 It is Your responsibility to access and familiarise Yourself with any Amended Terms and Conditions on each occasion that You make Use of this Web Site or the Web Site Content.

## **16. Miscellaneous matters**

### **16.1 Addresses for notices**

Except where stated otherwise in these Terms and Conditions, the Owner's address for the service of any notice is:

Postal address: Box 15320 Vlaeberg 8018

Physical address: Somerset Square Greenpoint 8001

Fax no : 0866848018

16.2 All notices to the Owner must be marked for the attention of Leanne Billet. All notices of a legal nature or relating to legal proceedings must be delivered by registered post to the postal address of the Owner and also either delivered by hand to the physical address of the Owner or sent to the fax number of the Owner.

16.3 Notices given to the above addresses will only be deemed to have been duly given:

16.3.1 14 days after posting, if posted by registered post to the Owner's postal address;

16.3.2 3 days after delivery, if delivered by hand to the Owner's physical address;

16.3.3 3 days after confirmed successful transmission, if sent to the Owner's fax number.

### **16.4 Disputes, claims and legal proceedings**

16.4.1 Subject to clause 16.4.4 below, any dispute declared by You and any claim which You may have against the Owner arising out of or in connection with these Terms and Conditions or the Use of the Web Site or the Web Site Content, including after termination, cancellation or amendment of these Terms and Conditions, will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.

16.4.2 Subject to clause 16.4.4 below, if the Owner declares a dispute with You, or wishes to institute any claim or legal proceedings against You arising out of or in connection with these Terms and Conditions or Your Use of the Web Site or of the Web Site Content, the Owner reserves the right to deal with the matter in a forum of its choice, which will include

but will not be limited to, the courts of the Republic of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms and Conditions.

16.4.3 You agree that the Owner is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these Terms and Conditions or your Use of the Web Site or of the Web Site Content, in any Magistrates' Court in the Republic of South Africa having jurisdiction over You, even though the cause of action in question exceeds the jurisdiction of that court.

16.4.4 Neither You nor the Owner will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

## **16.5 Costs**

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by the Owner arising out of Your Use of this Web Site or the Web Site Content, or a breach of these Terms and Conditions, will be borne by You.

## **16.6 Assignment**

16.6.1 You may not cede, assign or transfer any of Your rights and obligations in these Terms and Conditions without the prior written consent of the Owner.

16.6.2 The Owner is entitled to cede, assign or transfer any of the Owner's rights and obligations in these Terms and Conditions without Your prior written consent and without notice to You.

## **16.7 Interpretation**

16.7.1 The clause headings in these Terms and Conditions have been inserted for convenience only and will not be taken into consideration in the interpretation or affect the constructions of these Terms and Conditions.

16.7.2 Any reference in these Terms and Conditions to the singular includes the plural and vice versa. Any reference in these Terms and Conditions to natural persons includes legal persons. References to any gender include references to the other genders and vice versa.

16.7.3 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases:

16.7.3.1 defined in these Terms and Conditions will bear the same meaning throughout these Terms and Conditions;

16.7.3.2 not defined in these Terms and Conditions but defined in the ECT Act will bear the same meaning given to them in the ECT Act.

16.7.4 A copy of the ECT Act can be viewed and downloaded at <http://www.polity.org.za/pdf/ElectronicCommunications.pdf>. It is your responsibility to ensure that the copy downloaded is the most recent version of the ECT Act.

16.7.5 In the event that any of the terms of these Terms and Conditions are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

16.7.6 References to "writing" or notices "in writing" by the Owner in these Terms and Conditions only includes writing on paper signed in ink by an authorised representative of the Owner and specifically excludes any writing which may be in electronic form.

16.7.7 No relaxation or indulgence which the Owner may grant to You will be deemed to be a waiver of any of the Owner's rights in these Terms and Conditions or in law.

16.7.8 In the event of any conflict between these Terms and Conditions and any Additional Terms and Conditions, the Additional Terms and Conditions will prevail.

16.7.9 The termination of the agreement created by these Terms and Conditions will be without prejudice to any other rights or remedies that You or the Owner may be entitled to under this agreement or at law, and will not affect any accrued rights or liabilities of You or the Owner nor the coming into or continuance in force of any provision of these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

## **Entire Agreement**

These Terms of Use constitute the sole and entire agreement between you and The DNA Project with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

## **Your Comments and Concerns**

This website is operated by The DNA Project. All notices of copyright infringement claims should go to: Vanessa Lynch [info@dnaproject.co.za](mailto:info@dnaproject.co.za)

Thank you for visiting the Website.