

# GROK CONSULTING

HR, Labour Relations and Compliance Consultants

## Website Terms and Conditions of Use

Governing access to and use of <https://www.grokon.biz>

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|--------------------|-----------------|
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| Document Owner     | Herman vd Merwe |
| Classification     | Public          |

### 1. Introduction

Welcome to the Grok Consulting website ("Website"), accessible at <https://www.grokon.biz>. These Terms and Conditions ("Terms") govern your access to and use of this Website. By accessing, browsing, or using this Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must discontinue use of the Website immediately.

This Website is owned and operated by:

|                     |                                                             |
|---------------------|-------------------------------------------------------------|
| Company Name        | Grok Consulting                                             |
| Email               | herman@grokon.biz                                           |
| Information Officer | Herman vd Merwe                                             |
| Phone               | +27 82 576 4525                                             |
| Physical Address    | 14 Corrobrick Crescent, Centurion, Gauteng, 1557            |
| Website             | <a href="https://www.grokon.biz">https://www.grokon.biz</a> |

Throughout these Terms, "Grok Consulting", "we", "our", and "us" refer to Grok Consulting.

### 2. Purpose of the Website

The Website provides information regarding:

- Human resources consulting and HR business support.
- Industrial relations and labour relations support.
- Employment compliance, policies and workplace procedures.

- Health and safety consulting and compliance support.
- B-BBEE, employment equity and skills development support.
- Recruitment, onboarding, performance management and leadership support.
- Workplace training and related professional services.
- Relevant updates, articles, resources, and insights.
- Practical tools, guides and general information for employers and business owners.

The information provided on this Website is intended for general informational purposes only and does not constitute professional advice.

### 3. Acceptance of Terms

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By accessing or using the Website, you confirm that:

- You are at least 18 years of age or have the consent of a parent or legal guardian.
- You have the legal capacity to enter into binding agreements.
- You agree to comply with these Terms and all applicable laws.

### 4. Professional Services Disclaimer

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The content available on this Website does not constitute:

- Legal advice.
- Compliance advice.
- Certification advice.
- Audit findings.
- Professional consulting services.
- Financial advice.
- Risk management advice.

No information published on the Website should be relied upon as a substitute for professional advice tailored to your specific circumstances.

Professional services are only provided under a separate written agreement between Grok Consulting and its clients. No certification, accreditation, audit outcome, compliance status, or business result is guaranteed through the use of this Website.

### 5. Intellectual Property Rights

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Unless otherwise stated, all intellectual property rights in the Website and its content are owned by or licensed to Grok Consulting. This includes but is not limited to:

- Text, graphics, logos, trademarks, service marks, and designs.
- Reports, training materials, methodologies, and frameworks.
- Software, downloadable resources, and website layout and design.

#### 5.1 Permitted Use

Users may:

- View Website content.
- Download publicly available resources for personal or internal business use.

#### 5.2 Prohibited Use

Users may not, without prior written consent from Grok Consulting:

- Reproduce, modify, distribute, sell, or publish any Website content.

- Commercially exploit any Website content.
- Reverse engineer any Website software or systems.
- Use Grok Consulting content to create derivative works.

## 6. Trademarks

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"Grok Consulting" and associated logos, branding, and service names are proprietary trademarks or trade names of Grok Consulting. Nothing contained on the Website grants any licence or right to use any trademark without prior written permission from Grok Consulting.

## 7. User Conduct

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By using the Website, you agree not to:

- Use the Website unlawfully or for any fraudulent purpose.
- Attempt unauthorised access to any part of the Website or its underlying systems.
- Introduce viruses, malware, ransomware, spyware, or any other malicious code.
- Interfere with or disrupt the Website's functionality, servers, or networks.
- Collect or harvest personal information about other users without authorisation.
- Use automated tools, bots, or scrapers to extract Website content.
- Misrepresent your identity or affiliation.
- Upload, post, or transmit harmful, defamatory, obscene, or unlawful content.

Any violation of this clause may result in immediate restriction or termination of your access to the Website. Grok Consulting reserves the right to report unlawful activity to the relevant authorities.

## 8. Website Availability

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Grok Consulting strives to ensure uninterrupted Website availability but does not guarantee that:

- The Website will always be available or accessible.
- Access will be uninterrupted or error-free.
- Defects will be corrected immediately.
- The Website or its hosting servers are free of viruses or other harmful components.

We reserve the right to suspend, modify, or discontinue any aspect of the Website at any time without notice. Grok Consulting will not be liable for any loss or inconvenience caused by Website unavailability.

## 9. Third-Party Links

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The Website may contain hyperlinks to third-party websites. These links are provided for convenience and reference only. Grok Consulting:

- Does not control or endorse third-party websites or their content.
- Is not responsible for the accuracy, legality, or privacy practices of third-party websites.
- Accepts no liability for any damages or losses arising from use of third-party websites.

Users access third-party websites entirely at their own risk. We encourage you to review the terms and privacy policies of any third-party websites you visit.

## 10. User Submissions

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Information submitted through contact forms, consultation requests, download forms, surveys, or training registrations must be accurate and lawful. By submitting information, you warrant that:

- All information provided is true, accurate, and complete.
- The submission does not violate any applicable law or regulation.

- The submission does not infringe the rights of any third party.

Grok Consulting reserves the right to reject or remove submissions that violate these Terms. You should not submit sensitive confidential or proprietary information through Website contact forms unless specifically requested by Grok Consulting under a signed engagement.

## 11. Privacy and Personal Information

Grok Consulting processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and applicable South African privacy legislation. Our full Privacy Policy and PAIA Manual (POL013) sets out how we collect, use, store, and protect your personal information.

By using this Website, you acknowledge that personal information submitted through the Website may be processed as described in our Privacy Policy. You may contact our Information Officer at herman@grokon.biz at any time to exercise your rights under POPIA.

## 12. Cookies

The Website uses cookies and similar technologies to improve functionality, analyse Website traffic, enhance user experience, and support lawful marketing activities. Cookies are only placed after you have acknowledged our cookie notice.

You may manage or disable cookies through your browser settings; however, doing so may affect Website functionality. We do not use cookies to collect special personal information. Further detail on our cookie practices is available from our Information Officer.

## 13. Security

Grok Consulting implements reasonable technical and organisational security measures to protect the Website and information submitted through it. However, no internet transmission or electronic storage method is completely secure. Users acknowledge that:

- Internet communications may be intercepted by unauthorised third parties.
- Data transmissions over the internet may not always be fully secure.
- Use of the Website is at the user's own risk insofar as security of transmission is concerned.

If you believe your use of the Website has resulted in a security incident, please contact us immediately at herman@grokon.biz.

## 14. Limitation of Liability

To the fullest extent permitted by South African law, Grok Consulting shall not be liable for any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to:

- Loss of profits, revenue, or data.
- Business interruption or reputational damage.
- Damages arising from reliance on Website content.
- Damages arising from Website unavailability, technical failures, or security breaches.
- Damages arising from access to or use of third-party websites linked from the Website.

Where liability cannot be fully excluded by law, Grok Consulting's total aggregate liability shall not exceed the amount paid by the user, if any, for access to the Website in the preceding 12-month period.

Nothing in these Terms limits Grok Consulting's liability for fraud, gross negligence, or any liability that cannot be excluded under the Consumer Protection Act 68 of 2008 or the Electronic Communications and Transactions Act 25 of 2002.

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## 15. Indemnity

You agree to indemnify, defend, and hold harmless Grok Consulting, its directors, employees, contractors, affiliates, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to:

- Your use of or access to the Website.
- Your breach of these Terms.
- Your violation of any applicable law or regulation.
- Your infringement of the intellectual property or other rights of any third party.
- Any content or information you submit through the Website.

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## 16. No Warranties

The Website is provided on an "as is" and "as available" basis. Grok Consulting makes no express or implied warranties or representations regarding:

- The accuracy, completeness, or reliability of Website content.
- The availability or uninterrupted operation of the Website.
- The fitness of Website content for a particular purpose.
- The absence of errors, defects, or harmful components.
- Non-infringement of third-party rights.

All warranties, whether express or implied, are excluded to the maximum extent permitted by applicable law, including the Electronic Communications and Transactions Act 25 of 2002.

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## 17. Confidentiality

Submission of information through the Website does not create a confidential, fiduciary, consulting, legal, or professional relationship between you and Grok Consulting. Confidentiality obligations only arise under a separate signed written agreement between Grok Consulting and its clients.

Users should not submit sensitive, confidential, or proprietary business information through Website contact forms unless specifically requested by Grok Consulting under a signed engagement.

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## 18. Electronic Communications

By communicating electronically with Grok Consulting through this Website, you consent to receiving electronic communications in response, including:

- Responses to enquiries and service requests.
- Quotations and proposals.
- Service updates and notifications.
- Marketing communications, only where you have provided lawful prior consent in accordance with POPIA and the Electronic Communications and Transactions Act 25 of 2002.

You may withdraw consent to marketing communications at any time by contacting [herman@grokon.biz](mailto:herman@grokon.biz) or by using the unsubscribe mechanism in any marketing email.

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## 19. Compliance with Laws

Users agree to comply with all applicable South African laws and regulations when accessing or using the Website, including but not limited to the Electronic Communications and Transactions Act 25 of 2002, the Consumer Protection Act 68 of 2008, POPIA, and the Cybercrimes Act 19 of 2020.

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## 20. Changes to These Terms

Grok Consulting reserves the right to amend these Terms at any time. Updated Terms will be published on the Website with a revised effective date. Continued use of the Website after publication of updated Terms constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

## 21. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts for the resolution of any disputes arising out of or in connection with these Terms.

## 22. Dispute Resolution

Any dispute arising from or in connection with these Terms shall first be addressed through good-faith negotiations between the parties within 14 (fourteen) business days of one party notifying the other of the dispute.

Where resolution cannot be achieved through negotiation, disputes shall be submitted to mediation facilitated by a mutually agreed mediator before either party may initiate litigation or arbitration.

If mediation fails, the parties may proceed to litigation in the courts of South Africa, which shall have exclusive jurisdiction over such disputes.

## 23. Severability

If any provision of these Terms is found to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be severed from these Terms without affecting the validity and enforceability of the remaining provisions, which shall continue in full force and effect.

## 24. Entire Agreement

These Terms, together with our Privacy Policy and PAIA Manual (POL001), Cookie Policy, and any applicable legal notices published on the Website, constitute the entire agreement between the user and Grok Consulting regarding the use of this Website. They supersede all prior agreements, representations, or understandings relating to Website use.

## 25. Contact Information

For any questions, concerns, or requests regarding these Terms, please contact:

|                     |                                                             |
|---------------------|-------------------------------------------------------------|
| Company             | Grok Consulting                                             |
| Information Officer | Herman vd Merwe                                             |
| Email               | herman@grokon.biz                                           |
| Phone               | +27 82 576 4525                                             |
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| Website             | <a href="https://www.grokon.biz">https://www.grokon.biz</a> |

**Privacy & PAIA Policy**Available on request and at <https://www.grokon.biz>

## Document Control and Review

These Terms will be reviewed annually or whenever there is a material change in applicable law, Grok Consulting's business operations, or its online presence.

| Version | Date         | Summary of Changes                                                                      |
|---------|--------------|-----------------------------------------------------------------------------------------|
| 1.0     | 17 June 2026 | Initial issue – full alignment with South African law and Grok Consulting best practice |

**Approved by:**



Herman vd Merwe – Information Officer, Grok Consulting

Date: 17 June 2026