

## **TERMS & CONDITIONS**

IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002, THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE B1SA NETWORK, OR ANY PART THEREOF. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE B1SA NETWORK IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### **DEFINITIONS AND INTERPRETATION**

- a) "B1SA" means B1SA BEE MANAGEMENT SOLUTIONS (PTY) LTD, its employees and agents.
- b) "B1SA Network" means the Website located at <http://bee.b1sa.co.za/> and includes any part or element thereof, and specifically includes the online registration, which use is offered under license by the terms of this agreement;
- c) "User" means any person who enters or uses the B1SA Network, notwithstanding the fact that such a person only visited the home page of the B1SA Network;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

### **1. GENERAL**

B1SA and its agents provide under license the technology and infrastructure, services and solutions used in the B1SA Network.

### **2. ALLOWED USE AND LICENSE**

- 2.1. B1SA licenses the User to view, download and print the content of the B1SA Network, provided that such content is used for personal, educational and/or non-commercial purposes only;
- 2.2. Content from the B1SA Network shall not be used or exploited by Users for any commercial and non-private purposes in the absence of prior written consent from B1SA;
- 2.3. Users may only access and use the B1SA Network for lawful purposes;
- 2.4. The caching of the B1SA Network shall only be allowed if:
  - 2.4.1. The purpose of the caching is to make the onward transmission of the content from the B1SA Network more efficient;
  - 2.4.2. The cached content is not modified in any manner whatsoever;
  - 2.4.3. The cached content is updated at least every 12 (twelve) hours; and
  - 2.4.4. The cached content is removed or updated when so required by B1SA.
- 2.5. If any User uses content from the B1SA Network in breach of the provisions detailed herein:
  - 2.5.1. B1SA reserves the right to claim damages from the User;
  - 2.5.2. B1SA reserves the right to institute criminal proceedings against the User; and
  - 2.5.3. B1SA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

- 2.6. Hyperlinks to the B1SA Network from any other source shall be directed at the home page of the B1SA Network. B1SA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the B1SA Network, if such content was accessed through a hyperlink not directed at the home page of the B1SA Network. Persons that wish to link to content beyond the home page of the B1SA Network shall do so at their own risk and indemnify B1SA against any loss, liability or damage that may result from the use of content from the B1SA Network, if such content was accessed through a hyperlink not directed at the home page of the B1SA Network;
- 2.7. No person may frame the B1SA Network, in any manner whatsoever, without the prior written consent of B1SA;
- 2.8. Apart from bona-fide search engine operators and use of the search facility provided on the B1SA Network by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the B1SA Network for any purposes, without the prior written consent of B1SA; and
- 2.9. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled B1SA at any time without giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

All intellectual property on the B1SA Network, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to B1SA its agents and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the B1SA Network are expressly reserved.

### **4. SOFTWARE AND EQUIPMENT**

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the B1SA Network and/or download content from this website.

### **5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT**

Access to the services, content, software and content downloads available from the B1SA Network is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and B1SA has the duty to disclose the following information:

- 5.1. The full name and legal status of the website owner: B1SA BEE MANAGEMENT SOLUTIONS (PTY) LTD;
- 5.2. VAT registration number: 4800213409
- 5.3. The website address of the B1SA Network website is: <http://bee.b1sa.co.za>;
- 5.4. Membership of self-regulatory or accreditation bodies: Not Applicable
- 5.5. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
  - 5.5.1. access to the B1SA Network;
  - 5.5.2. the inability to access the B1SA Network;
  - 5.5.3. the services and content available from the B1SA Network ; or
  - 5.5.4. these terms and conditions shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Pretoria in

English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

- 5.6. The costs associated with the access, registration and use of the B1SA Network, including the B1SA Toolkit and self-assessment calculator, but specifically excluding any pay transactions optionally entered into by the User: Free;
- 5.7. Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this web site; and
- 5.8. Users may lodge complaints concerning the B1SA Network at support@supplierbee.co.za. Users hereby assign the copyright in such complaints to B1SA and understand that B1SA may use, disclose and publish such complaints and is furthermore under no legal duty to answer, address or resolve such complaints.

## **6. CHANGES AND AMENDMENTS**

B1SA expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 6.1. change these terms and conditions;
- 6.2. change the content and/or services available from the B1SA Network;
- 6.3. discontinue any aspect of the B1SA Network service(s) available from the B1SA Network; and/or
- 6.4. change the software and hardware required to access and use the B1SA Network.

## **7. PRIVACY**

- 7.1. Users acknowledge that the purpose of registering on the B1SA Network is in order for the User to promote their enterprise, and/or goods and services, and/or enterprise compliance including B-BBEE and regulatory compliance. Information registered onto the B1SA Network will be made available to assist other Network Users and the public to identify the User Enterprise. The User acknowledges that all information provided onto the B1SA Network will be accessible to other Network Users and the public and consent thereto.
- 7.2. Save for the purposes set out herein, B1SA shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA);
- 7.3. B1SA may electronically collect, store and use, amongst other, the following personal information of Users:
  - 7.3.1. name and surname;
  - 7.3.2. contact details;
  - 7.3.3. non-personal browsing habits and click patterns;
  - 7.3.4. e-mail address; and
  - 7.3.5. IP address.
- 7.4. B1SA collects, stores and uses the abovementioned information for the following purposes:
  - 7.4.1. communicate requested information to the User;
  - 7.4.2. communicate functionality, and/or benefits, and/or products and services available to the User by virtue of being a Network registrant.
  - 7.4.3. market the User enterprise to other Users of the Network
  - 7.4.4. to compile non-personal statistical information about browsing habits, click-patterns, access to the B1SA Network;
- 7.5. All information is provided voluntarily by the User.

- 7.6. The User consents thereto that B1SA may collect, maintain, save, compile, share, and disclose any information collected from Users, subject to the following provisions:
- 7.6.1. B1SA shall not disclose personal information from Users for any purposes other than that set out herein.
  - 7.6.2. B1SA shall disclose information without the User's consent for other purposes only through due legal process; and
  - 7.6.3. B1SA may compile, use and share any information that does not relate to any specific individual; and
  - 7.6.4. B1SA owns and retains all rights to non-personal statistical information collected and compiled by B1SA.

## **8. HYPERLINKS TO THIRD PARTY SITES**

- 8.1. B1SA may provide hyperlinks to websites not controlled by B1SA (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 8.2. B1SA does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

## **9. SECURITY**

- 9.1. B1SA and its agents have taken all reasonable steps to secure the content of the B1SA Network and database and the information provided by and collected from Users from unauthorised access and/or disclosure. However, B1SA does not make any warranties or representations that content shall be 100% safe and secure;
- 9.2. Although B1SA encrypt and digitally authenticate access to certain parts of the B1SA Network and, B1SA is under no legal duty to encrypt any content or communications from and to the B1SA Network and is also under no legal duty to provide digital authentication of any page on the B1SA Network;
- 9.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the B1SA Network or the server and computer network that support the B1SA Network;
- 9.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the B1SA Network, whether on purpose or negligently, shall, without any limitation, indemnify and hold B1SA harmless against any and all liability, damages and losses B1SA and its agents may suffer as a result of such damaging code;
- 9.5. Users may not develop, distribute or use any device to breach or overcome the security measures of the B1SA Network and B1SA reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 9.6. Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by B1SA and its agents.

## **10. DISCLAIMER AND LIMITATION OF LIABILITY**

- 10.1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, B1SA (including its employees, suppliers, Internet service providers, partners, affiliates and agents and subcontractors covered by principle contract with B1SA) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
  - 10.1.1. access to the B1SA Network;
  - 10.1.2. access to websites linked to the B1SA Network;

- 10.1.3. inability to access the B1SA Network;
  - 10.1.4. inability to access websites linked to the B1SA Network;
  - 10.1.5. content available on the B1SA Network;
  - 10.1.6. services available from the B1SA Network;
  - 10.1.7. downloads and use of content from the B1SA Network; or
  - 10.1.8. any other reason not directly related to B1SA, or its agents', gross negligence.
- 10.2. The B1SA Network is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with B1SA, that the content available from and through the B1SA Network meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 10.3. Information, ideas and opinions expressed on the B1SA Network should not be regarded as professional advice or the official opinion of B1SA and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the B1SA Network;
- 10.4. B1SA does not make any warranties or representations that content and services available from the B1SA Network will in all cases be true, correct or free from any errors. B1SA shall take all reasonable steps to ensure the quality and accuracy of content available from B1SA Network and encourages Users to report incorrect and untrue information subject to the right of B1SA to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website;
- 10.5. B1SA does not make any warranties or representations that the B1SA Network shall be available at all times. Users acknowledge that the B1SA Network may be unavailable due to updates or other causes beyond the reasonable control of B1SA, including, but not limited to virus infection, unauthorized access, power failure or other "acts of God."

## **11. REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the B1SA Network to B1SA and B1SA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **12. INTERCEPTION OF COMMUNICATIONS**

- 12.1. Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to B1SA right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the B1SA Network, B1SA, its agents, its staff and employees; and
- 12.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## **13. ENTIRE AGREEMENT AND SEVERABILITY**

- 13.1. These terms and conditions constitute the entire agreement between B1SA and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by B1SA from the User;
- 13.2. Any failure B1SA to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

13.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

#### **14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

The User and B1SA agree that:

- 14.1. The User shall be bound to these terms and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the B1SA Network for the first time;
- 14.2. Data messages (as defined in the ECT Act) addressed by the User to B1SA shall only be deemed to have been received if and when responded to;
- 14.3. Data messages (as defined in the ECT Act) addressed to the User by B1SA shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 14.4. Data messages (as defined in the ECT Act) addressed by the User to B1SA shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 14.5. Electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and B1SA; and
- 14.6. The User agrees and warrants that data messages that are sent to B1SA from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

#### **15. APPLICABLE AND GOVERNING LAW**

The B1SA Network is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the B1SA Network, its content, services and these terms and conditions.

#### **16. LEGAL COSTS**

B1SA, its agents and suppliers, shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

#### **17. REFUNDS POLICY**

In instances where levies or fees are charged to the User, such fees will only be refunded in the event of a material breach in service outcomes and where there is failure to remedy such breach within 14 days of having received written notice of breach. In such cases, B1SA may refund the User within a period of 30 days.