

WEBSITE TERMS OF USE

DATE OF COMPILATION 26 MARCH 2024

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1. INTRODUCTION

These Terms apply to Your access to and use of the Site and set out the terms on which You may make use of the Site.

2. DEFINITIONS

- **Applicable Law** means any national or provincial legislation, statutes, ordinances and other laws and regulations and any by-laws of any legally constituted public authority, in each case in force at any time in any relevant jurisdiction;
- **Cookie Policy** means the use of cookies explained in the Privacy Policy and the management of cookies provided to You in our cookie notice, found on this Site;
- **Content** means any information, materials, data or other content, in any form whatsoever, that is encountered, used and/or submitted as part of Your experience on the Site;
- **Privacy Policy** means the privacy policy governing the use and processing of personal information on the Site, found on this Site;
- **Site** means the website found at www.icombine.co.za;
- **Terms** means these website terms of use setting out the terms on which You may make use of the Site;
- **User** means any user of the Site, such as You;
- **We, Our, Us** or any similar pronoun means iCombine Proprietary Limited, a private company registered in accordance with the laws of the Republic of South Africa under registration number 2017/001372/07;
- **You** or any similar pronoun means you, as a User of the Site.

3. ACCEPTANCE OF TERMS

- These Terms apply to Your access to and use of the Site and set out the terms on which You may make use of the Site.
- **Please read these Terms carefully before You start to use the Site. By using the Site or by clicking to accept or agree to these Terms when this option is made available to You on the Site, You accept and agree to be bound and abide by these Terms. If You do not want to agree to these Terms, You must not access or use the Site.**
- These Terms include (without limitation) the Privacy Policy and Cookie Policy, which are incorporated herein by reference. All information that We collect on the Site is subject to Our Privacy Policy. By using the Site, You consent to all actions taken by Us with respect to Your information in compliance with the Privacy Policy.

- We recommend that You print a copy of these Terms for future reference.
- These Terms constitute the entire agreement between Us and You in respect of Your use of the Site, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between Us and You in respect of Your use of the Site, whether written or oral, including but not limited to any and all prior versions of the Terms that may have been published on the Site.
- We may revise and update all or any part of these Terms at any time by amending the relevant pages on the Site in Our sole discretion. All changes are effective immediately when We post them and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in clause 14 will not apply to any disputes for which You and We have actual notice on or before the date the change is posted on the Site.
- You are expected to check the pages from time to time in order to take notice of any changes We make, as they are legally binding on You from date of posting. It is Your responsibility to check this page on a regular basis to ensure that You are aware of the terms of these Terms as updated from time to time.

4. INFORMATION ABOUT US

The Site is a website operated and managed by iCombine (PTY) Ltd, a private company registered in the Republic of South Africa under registration number 2017/001372/07 with a registered office at 84, 7th Street, Parkhurst, Randburg, 2193

You can contact Us via email at info@icomcombine.co.za.

5. OUR SITE

We may update and modify the Site from time to time and may change the Content on the Site, including (without limitation) that We may remove any Content from the Site, at any time. However, please note that any of the Content on the Site may be out of date at any given time and at Our sole discretion, and We are under no obligation to update it, except to the extent required by Applicable Law.

6. ACCESSING OUR SITE AND SECURITY

- The Site is made available free of charge to Users.
- It is a condition of Your use of the Site that all the information You provide on the Site is correct, current, and complete. You agree that all information You provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by the Privacy Policy.
- You are responsible for making all arrangements necessary for You to have access to the Site and Content. You should use Your own virus protection software.

- You are also responsible for ensuring that all persons who access the Site through Your internet connection are aware of these Terms, and that they comply with them.
- Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site or Content without notice.
- **We will not be liable to You if for any reason the Site, any Content or any part thereof is unavailable at any time or for any period. It is Your responsibility to monitor the Site and the Content to ensure that the Site is functioning and that the Content is correct and up-to-date.**
You must notify Us of any downtime, inaccuracies, errors, or other issues as soon as possible at info@icomcombine.co.za and We will communicate a workaround solution to You (if required) within a reasonable period.
- Should You commit a breach of any of these Terms, Your right to access and use the Site will cease immediately, and We may take legal action against You. Further, We will report such breach to the relevant law enforcement authorities where required under Applicable Law and We will co-operate with those authorities by disclosing Your identity to them.

7. INTELLECTUAL PROPERTY RIGHTS

- We are the owner or the licensee of the Site and the Content, including (without limitation) all intellectual property rights therein. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit the Site, any Content or any part thereof, however, You may use the Content for any purpose expressly communicated by Us in writing.
- You must not delete or alter any copyright, trademark, or other proprietary rights notices from the Content.
- If You copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, Your right to use the Site will terminate immediately.
- Any use of the Site or Content not expressly permitted by these Terms is a breach of these Terms and may violate Applicable Laws.

8. TRADEMARKS

Our name(s) and all related names, logos, product and service names, designs, and slogans are trade marks of Ours, or Our licensors. You are not permitted to use them without Our prior written approval, unless to the extent that they form part of Content You are using as permitted under these Terms.

9. LINKING, MINING OR WEB SCRAPING

- You may not create a link to any part of the Site.
- You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Site or any Content provided on or via the Site. This includes (without limitation) using (or permitting, authorising, or attempting the use of):
 - any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Site or any Content accessed via the same;
 - any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.
- The provisions in this clause should be treated as an express reservation of Our rights in this regard.
- This clause shall not apply insofar as (but only to the extent that) We are unable to exclude or limit linking, text or data mining or web scraping activity under any Applicable Laws.

10. ACCEPTABLE USE

- **Prohibited uses**
 - You may use the Site only for lawful purposes. You may not: (i) use the Site in any way that breaches any Applicable Law; (ii) use the Site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) use the Site for the purpose of exploiting, harming or attempting to exploit or harm any natural or juristic person, and in particular any minors, in any way; (iv) use the Site to send, knowingly receive, upload, download, publish, use or re-use any material which does not comply with these Terms; (v) use the Site to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (vi) to knowingly or negligently transmit any data, send or upload any material that contains, or otherwise introduce any viruses, Trojan horses, worms, time-bombs, logic bombs, keystroke loggers, spyware, adware or any other material, harmful programs or similar computer code designed to adversely affect the operation of the Site, Our server, or Our service provider's servers, computers or database connected to the Site (**Our system**); or (vii) attempt to gain unauthorised access to or attack the Site or Our system.
 - You also agree not to access without authority, interfere with, damage or disrupt any: (a) part of the Site; (b) equipment or network on which the Site is stored; (c) software used in the provision of the Site; or (d) equipment or network or software owned or used by any third party.

11. DISCLAIMER

To the maximum extent permitted by Applicable Law:

- We may publish Content on or through the Site, and the presentation or publishing of this Content does not create any obligations, undertakings, warranties or guarantees of any kind on Us unless otherwise expressly stated in such Content.
- The Content on the Site is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on the Site.
- We provide You with the Site on the basis that We exclude all representations, warranties, conditions, and other terms (whether express or implied) which, but for this legal notice, might have effect in relation to the Site and the Content, to the extent permitted by Applicable Law.
- The Content on or accessed through the Site is provided "as is", without any conditions, warranties, or other terms of any kind, to the extent permitted by Applicable Law. In particular, We make no representations, warranties or guarantees, whether express or implied:
 - that the Content on the Site is accurate, complete or up-to-date;
 - as to merchantability, title, non-infringement, compatibility, security, sufficiency, availability, adequacy, quality, reliability, or fitness for any particular purpose of the Content available or created through, published, or incorporated or made available, on or through the Site; or
 - that the Site or any Content will be: (i) free from errors or omissions; (ii) available; (iii) uninterrupted; or (iv) secure or free from bugs, viruses or any other harmful or potentially harmful destructive code.
- We may from time to time at Our discretion place links to other websites and resources on the Site for Your information. Where the Site contains links to other websites and resources provided by third parties, these links are provided for Your information only. We have no control over the contents of third party sites (or any amendments thereto) or resources, **and cannot be held liable for any loss caused, or liability incurred by You, as a result of Your use of such sites and resources, or any outdated, inaccurate or incomplete versions of the content contained on such sites, to the extent permitted under Applicable Law.** The appearance of links to third party sites does not constitute an endorsement, sponsorship, affiliation, or recommendation of those sites by Us.
- The Site may contain Content provided by persons or entities other than Us (Third Party Content), and which Third Party Content We may incorporate into the Content in whole or in part, or otherwise make available on or through the Site. **You acknowledge that We have no control over, and accordingly take no responsibility and accept no liability for, any such Third Party Content, to the extent permitted by Applicable Law. You acknowledge that any reliance upon any such Third Party Content shall be at Your sole risk, to the extent permitted by Applicable Law.**

12. LIABILITY

- Nothing in these Terms excludes or limits Our liability for death or personal injury arising from Our negligence, Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Applicable Law.
- Subject to clause 0, We will not be liable for any liability arising under or in connection with these Terms, the Site and/or any Content including (without limitation) liability in contract, delict, tort, misrepresentation, breach of statutory duty or otherwise for any loss or damage, even if foreseeable. Without limiting the foregoing, this includes (without limitation): (i) use of, or inability to use the Site, any Content or any linked website; (ii) use of or reliance on any Content displayed on the Site or any linked website; (iii) the corruption of Content or data; and (iv) any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Site or to Your downloading of any Content on or through it or on any website linked to it.

13. INDEMNITY

To the extent permitted by Applicable Law, You hereby indemnify Us and hold Us harmless from and against any and all losses, liabilities damages, costs or expenses (including (without limitation) reasonable attorneys' fees) arising out of or relating to Your breach of these Terms and/or Your use of the Site and any use of the Content other than as expressly permitted under these Terms, and Your use of any information obtained from the Site.

14. GOVERNING LAW AND JURISDICTION

All matters relating to the Site, these Terms, the subject matter and formation of these Terms, and any dispute or claim arising out of or in relation thereto will be governed and determined in accordance with the laws of the Republic of South Africa, to the extent permitted by Applicable Law. You and We both consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms or the Site, to the extent permitted by Applicable Law.

15. WAIVER

Any failure by Us to exercise or delay by Us in exercising Our rights or remedies provided under these Terms or by Applicable Law does not constitute a waiver of that or any other right or remedy and does not prevent, limit, or restrict the future exercise or enforceability of that or any other rights or remedies. No single or partial exercise of any right or remedy provided under these Terms or by Applicable Law prevents or restricts the further exercise of that or any other right or remedy by Us.

16. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable in any territory, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable in that territory. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted in relation to that territory. Any modification to or deletion of a provision or part-provision under this clause shall not affect: (i) the validity and enforceability of the rest of these Terms in that territory; or (ii) these Terms in any other territory.

17. CONTACT US

- Your personal information is controlled by Us, and We provide You with access to the Site and are the responsible party (where applicable).
- If You have questions concerning the Site, any Content, these Terms, including (without limitation) the Privacy Policy, the Cookie Policy, the treatment of Your personal information and/or Our use of cookies and other technologies, please contact Us via email at info@icomcombine.co.za or at the following: 083 445 0066.
- These Terms were last amended on 26 March 2024.