

CaEFT TERMS AND CONDITIONS OF USE

1. Introduction

1.1 These terms and conditions (these “**Terms**”) are binding on any person (the “**User**”) that accesses or otherwise uses the Website.

1.2 By accessing and using the Website, the User acknowledges that the User has read and understood these Terms and accepts and agrees to be bound by these Terms, which are concluded in Cape Town, South Africa.

1.3 If the User does not accept and agree to be bound by these Terms, the User may not enter, display, view, download and/or otherwise use the Website or any content provided by the Website.

1.4 CaEFT Proprietary Limited (registration number 2021/969009/07) (the “**Service Provider**”) reserves the right to periodically change, modify, substitute, add to or remove portions or the whole of these Terms. In such event, the Service Provider shall upload the amended or new terms to the Website and, in the case of registered Users, notify such Users by email to their last-known email address. The amended terms shall become binding 30 (thirty) days after such upload and notification (where applicable). Any continued use of the Website after that 30 (thirty) day period signifies the User’s consent to the changes.

1.5 These Terms are additional and subject to any other terms and conditions that may have been agreed by the User in a separate written agreement with the Service Provider. In the event of any conflict between these Terms and such separate written agreement, the terms of the separate written agreement shall prevail to the extent of the conflict.

2. Definitions and Interpretation

2.1 The following capitalised words shall have the following meanings:

2.1.1 “**Business Day**” means any day other than a Saturday, Sunday and statutory public holiday in the Republic of South Africa.

2.1.2 “**Confidential Information**” includes all information exchanged between the User and the Service Provider, whether in writing, electronically or orally, including on the Website, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party, or is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party, or is independently developed or received without access to the User;

2.1.3 “**Consumer**” means a consumer as defined in the Consumer Protection Act, 68 of 2008 (as amended from time to time).

2.1.4 “**ECT Act**” means the Electronic Communications and Transactions Act, 25 of 2002 (as amended from time to time).

2.1.5 “**Intellectual Property**” means any content, domain names, patent, trademark, service mark, copyright, moral right, right in a design, know-how, software, database, text,

graphics, icons and hyperlinks and any other intellectual or industrial property, anywhere in the world whether or not registered.

2.1.6 **“Parties”** means both the User and the Service Provider and **“Party”** shall have a corresponding meaning.

2.1.7 **“Personal Information”** has the meaning ascribed to it in POPIA.

2.1.8 **“POPIA”** means the Protection of Personal Information Act, 4 of 2013 (as amended from time to time).

2.1.9 **“Portal”** means the web portal accessed through the Website for the purpose of utilising the Services.

2.1.10 **“RIC Act”** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002 (as amended from time to time).

2.1.11 **“Service Provider”** means CaEFT Proprietary Limited (registration number 2021/969009/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa, having its principal place of business at Raft House, 3 Monte Vista Boulevard, Monte Vista, Cape Town, Western Cape, South Africa, 7460.

2.1.12 **“Services”** means the services provided by the Service Provider through the Portal.

2.1.13 **“Terms”** means these terms and conditions of use, as published and amended from time to time on the Website; and

2.1.14 **“Website”** means the website accessible at <https://caeft.com/> (and such other URLs as may be used by the Service Provider from time to time to provide services to its clients, but subject to any terms posted on such other URLs).

2.2 In these Terms, references to a “person” include an individual, sole trader, partnership, body corporate, an unincorporated association of persons and any other legal entity; technical expressions shall have the relevant meaning commonly attributed to them in the computer software business sector in South Africa; the use of the word “including” and similar expressions will be construed as illustrative and not exhaustive.

2.3 Reference to the singular includes the plural and vice versa, where applicable and appropriate.

3. Authority to Act and Business Use

3.1 Any User who accesses or uses the Website in a representative capacity or for any other person or for the benefit of any other person warrants that he or she has the necessary authority, undertakes to use the Website solely for the business of that other person, and accepts these Terms on behalf of that other person.

3.2 The Website is intended for business use only. Any User who accesses the Services warrants that the User is authorised to use the Website and will only use the Website for business purposes utilising valid credentials issued to such User.

3.3 If and to the extent that any User is a Consumer, nothing in these Terms is intended to limit or exclude any rights that such Consumer may have under the Consumer Protection Act, 68 of 2008, or the ECT Act, which cannot lawfully be limited or excluded

4. User Obligations and Acceptable Use

4.1 The User agrees to:

4.1.1 ensure that all information provided by the User in relation to the User's use of the Website is true and accurate.

4.1.2 use the Website for the User's lawful business purposes, in accordance with these Terms and any notice sent by the Service Provider or condition posted on the Website.

4.1.3 comply with any contractual obligations to the Service Provider through which the User has been granted access to the Website, if applicable; and

4.1.4 notify the Service Provider if, at any time, the User becomes aware of any security-related matter with the Website, and to co-operate with the Service Provider to the extent reasonably necessary to address such matter.

4.2 Except as expressly permitted by another clause of these Terms or by separate written arrangement with the Service Provider, the User agrees not to:

4.2.1 permit any other person, directly or indirectly, to access, use or otherwise exploit the right and ability to use the Website in any way, including by permitting the Website to be:

4.2.1.1 re-sold, distributed, sublicensed, loaned, transferred or provided to others in a similar way; or

4.2.1.2 used as a hosted, bureau, outsourcing, or similar service; or

4.2.2 use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of the Website for incorporation into or the development of any software or other product or technology.

4.3 When accessing and using the Website, the User must:

4.3.1 not attempt to undermine the security or integrity of the Service Provider's computing systems or networks or, where the Website is hosted by a third party, that third party's computing systems and networks.

4.3.2 not use or misuse the Website in any way which may impair the functionality of the Website or impair the ability of any other user to use the Website.

4.3.3 not attempt to gain unauthorised access to any materials other than those to which the User has been given express permission to access or to the computer system on which the Website is hosted.

4.3.4 not transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material in violation of any law (including data or other material protected by copyright or trade secrets which the User does not have the right to use).

4.3.5 not modify, translate, or create derivative works based on the Website, nor reproduce, reverse assemble, decompile or reverse engineer the Website, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Website or any files contained in or generated by the Website, nor permit any third party to do so; and

4.3.6 not merge or combine the whole or any part of the Website with any other software or documentation without the prior written consent of the Service Provider.

4.4 The User may not use the Website in any way which damages or is likely to damage the reputation of the Service Provider, the availability or integrity of the Website or which causes or threatens to cause the Service Provider to incur any legal, tax or regulatory liability.

4.5 The User may not use the Website or any communication tool for posting or disseminating any material unrelated to the use of the Website including but not limited to: offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of the Service Provider's other users, or material in violation of any law.

4.6 Should the User make any communication on the Website; the User represents that the User owns the content of the communication.

4.7 The Service Provider reserves the right to remove any communication posted on the Website, suspend the use of the Website and generally block the User's access to any part thereof and/or to suspend or terminate the User's rights to use same or any part of it if the Service Provider suspects misuse at any time in the Service Provider's sole discretion. The Service Provider may report any misuse of the Website to the relevant enforcement or other authorities and to the Service Provider's advisers and may disclose any evidence it may have which relates directly or indirectly to misuse.

4.8 The Service Provider's obligations shall be to provide the User with access to the Website (which access may not necessarily be uninterrupted), including technical support by email as described on the Website.

5. Confidentiality, Privacy and Interception

5.1 The Service Provider undertakes to take all reasonable steps to protect the personal information of Users and to comply with POPIA and all other applicable legislation.

5.2 The Service Provider collects, stores and uses information that the User provides via the Website. The User warrants that this information is true and accurate.

5.3 The User agrees to the Service Provider's use, storage and disclosure of information for the following purposes:

5.3.1 performance by the Service Provider of its obligations in respect of the Services; and

5.3.2 contacting the User or its principals about the Service Provider's other relevant products and services, conducting research about the Service Provider's customers and tracking and recording the manner in which the User uses the Website, subject to any rights of the User or relevant data subjects to object to direct marketing in terms of POPIA.

5.4 The User acknowledges that there is certain information that the Service Provider must use in order to be able to provide services through the Website. If for any reason the Service Provider is not permitted to use such information, the Service Provider may not be able to perform its obligations.

5.5 The information which the User submits and stores via the Website may be stored on the Service Provider's computer servers which may be controlled, hosted and managed by the Service Provider's affiliates or third-party contractors, which may be located outside the Republic of South Africa. Where Personal Information is transferred cross-border, the Service Provider will ensure that the recipient is subject to a law, binding corporate rules or

binding agreement which provide an adequate level of protection as contemplated in section 72 of POPIA.

5.6 The Service Provider will disclose information provided via the Website to its affiliates and third-party contractors who assist the Service Provider (and its affiliates) to provide the Services and who are bound by appropriate confidentiality and data protection obligations.

5.7 The Service Provider may access and use non-identifying and aggregated usage information and transaction volumes to better understand how its customers are using the Website so it can improve the system design and, where appropriate, have the system prompt Users with suggestions on ways to improve their own use of the system.

5.8 The Service Provider collects information via the Website by means of cookies and uses cookies to allow the User to enter the User's password less frequently during a session, to help analyse web page flow, measure promotional effectiveness, promote trust and safety, to offer certain features that are only available through the use of a cookie and to allow the Service Provider to provide information that is targeted to the User's interests. By using the Website, the User authorises the Service Provider to use cookies in accordance with the Service Provider's Cookie Policy as published on the Website from time to time.

5.9 All other information not dealt with in this clause 5 shall constitute Confidential Information and shall not be disclosed to any other party without the prior written consent of the owner of such information first being obtained.

5.10 The Service Provider owns and retains all rights to non-personal statistical information collected and compiled by the Service Provider.

5.11 Subject to the provisions of the RIC Act, the User agrees to the Service Provider's right to intercept, block, filter, read, delete, disclose and use all communications which the User sends or posts to the Website and the Service Provider and its employees. The User acknowledges that this consent and the User's use of the Website satisfy the "writing" requirement as required in the RIC Act.

5.12 Data subjects have the rights set out in POPIA, including the rights to request access to, correction or deletion of Personal Information, to object to certain processing, and to lodge a complaint with the Information Regulator. Any such requests may be directed to the Service Provider at privacy@caeft.com.

6. Intellectual Property Rights

6.1 All right, title, ownership, benefit and interest in and to, and all Intellectual Property in the Website, the design and content of the Website and any documentation relating thereto remain the property of the Service Provider. All rights to Intellectual Property in respect of the Website are reserved.

6.2 The User may not use the Intellectual Property and any third-party trademarks that appear on or are incorporated in the Website, other than as permitted by express written licence from the Service Provider or by law. In particular, the User may not use the marks as meta-tags nor may the User sponsor them in search engines.

6.3 The Website may incorporate technical and other protective measures designed to prevent unauthorised and/or illegal use of the Website. The User agrees to the incorporation of any such measures in the Website.

6.4 If, in the Service Provider's reasonable opinion, the Website is likely to become or does become the subject of a claim of infringement of a third party's intellectual property rights, the Service Provider may elect to either:

6.4.1 obtain the right for the User to continue using the Website as permitted under these Terms; or

6.4.2 modify or replace the infringing part of the Website so as to avoid the infringement or alleged infringement, without materially reducing the functionality or performance of the Website.

6.5 In the circumstances of clause 6.4, the User must:

6.5.1 promptly notify the Service Provider of any claim or threatened claim concerning the use of the Website.

6.5.2 not independently defend or respond to such claim or threatened claim; and

6.5.3 co-operate with the Service Provider in the defence of any such claim or threatened claim, subject to the Service Provider's payment of the User's reasonable third-party costs incurred in providing such cooperation.

6.6 Clauses 6.4 and 6.5 provide the User's exclusive remedy in connection with any claim or threatened claim in relation to the Intellectual Property rights of a third party.

6.7 The CaEFT name and logo are registered trademarks, and the User agrees not to use any such trademarks as an element of a domain name or sub-domain name, notwithstanding the fact that such domain name use and registration may be permitted in terms of any law. Upon request, the User shall immediately cease to use such domain name and transfer it to the Service Provider at the User's cost.

7. Disclaimers and Liability

7.1 The Service Provider will use reasonable endeavours to ensure that the Website will give the functionality and levels of service as described on the Website, when used in accordance with it and these Terms. If the User believes the Service Provider's provision of the Website does not conform to this undertaking, the User should notify the Service Provider by email at admin@caeft.com.

7.2 The Service Provider does not warrant or represent:

7.2.1 that the Website will be continuously available, or that the User's use thereof will be uninterrupted or error or bug-free, or that the Website and server will be free from attack;

7.2.2 that all the information the Service Provider provides on the Website is correct and complete, but the Service Provider nevertheless undertakes to use its reasonable endeavours to ensure that all the information provided on the Website is correct and complete at the time of the last update to the relevant page.

7.2.3 that the Website will meet the User's requirements and, for this purpose, it is specifically recorded that the Website is provided "as is" and it is the User's responsibility to satisfy itself that it meets the User's requirements and is compatible with the User's hardware and software prior to making use thereof.

7.2.4 that the results of use of the Website will be correct, accurate or reliable; or

7.2.5 that any defects on the Website can or will be corrected.

7.2.6 Nothing in these Terms excludes or limits any warranty or liability which may not lawfully be excluded or limited, including any liability which may not be excluded or limited in terms of the Consumer Protection Act, 68 of 2008, or the ECT Act.

7.3 Subject to the provisions of any applicable legislation and save as otherwise provided in these Terms:

7.3.1 the Service Provider (including its directors, employees, affiliates, third-party contractors, business partners, Internet service providers and agents) shall not be liable to the User for any indirect, special or consequential loss or damage (including loss of profits, loss of business, loss of goodwill or loss of data), whether arising in contract, delict (including negligence) or otherwise; and

7.3.2 the User agrees to indemnify the Service Provider and keep the Service Provider indemnified against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss, damages, claims, demands, proceedings and judgments which the Service Provider incurs or suffers in any way arising from:

- (a) access to or use of the Website.
- (b) access to or use of websites linked (including hyperlinked) to the Website.
- (c) inability to access the Website.
- (d) inability to access websites linked to the Website.
- (e) services or software available from the Website.
- (f) content available on the Website.
- (g) downloads and use of content on the Website.
- (h) any failure by the Service Provider to perform its obligations in these Terms due to causes beyond its reasonable control including any interruption to or failure of any website, the User's computer, associated supporting system not provided by the Service Provider and used by the User, telecommunications services, third-party and/or electricity supply service not provided by the Service Provider, including the Internet;
- (i) the User's breach of any of these Terms; or
- (j) use of the Website other than in accordance with these Terms,

in each case except to the extent that any such costs, expenses, liabilities, injuries, loss, damages, claims, demands, proceedings or judgments arise from the gross negligence or wilful misconduct of the Service Provider or any person acting under its control.

7.4 To the maximum extent permitted by law, the total aggregate liability of the Service Provider to the User arising out of or in connection with these Terms or the use of the Website, whether in contract, delict (including negligence) or otherwise, shall not exceed, in respect of all incidents occurring in any consecutive 12 (twelve) month period, an amount of R100 000 (one hundred thousand rand). This limitation shall not apply to liability for death or personal injury caused by the Service Provider's negligence, or to any liability which may not lawfully be limited or excluded.

8. Termination

8.1 The Service Provider may terminate these Terms at any time by written notice, effective immediately, if the User materially breaches any term of these Terms and either that breach is incapable of remedy or the User has not remedied that breach within 7 (seven) days after receiving written notice requiring the User to remedy it.

8.2 Upon termination of these Terms for any reason, the Service Provider will stop the User's ability to access the Website.

8.3 Any termination of these Terms will not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force, or the continuance in force, of any provision of these Terms which is expressly or by implication intended to come into force or continue in force on or after termination.

9. Notices and Address

9.1 All legal notices given under these Terms shall be in writing and delivered by hand or by email. Legal notices under these Terms addressed specifically to either Party will be effective on actual receipt by the intended recipient.

9.2 The Service Provider's chosen domicilium citandi et executandi for all purposes under these Terms is: Raft House, 3 Monte Vista Boulevard, Monte Vista, Cape Town, Western Cape, South Africa, 7460, with email address legal@caeft.com.

9.3 The User's domicilium shall be the physical address and email address provided by the User to the Service Provider on registration or as updated by the User from time to time by written notice to the Service Provider.

9.4 Any notice or other communication to be given to any of the Parties in terms of these Terms shall be valid and effective only if it is given in writing.

9.5 Notwithstanding anything to the contrary in this clause 9, a written notice or other communication actually received by any Party (and for which written receipt has been obtained, in the case of hand delivery) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

9.6 Either Party may change its domicilium or email address for notices by giving the other Party at least 10 (ten) Business Days' prior written notice. Such change will be effective on expiry of that 10 (ten) Business Day period.

9.7 Any notice sent by email shall, in the absence of evidence to the contrary, be deemed to have been received on the first Business Day following the date of transmission, provided that no "delivery failure" or similar notification is received by the sender.

10. Links

10.1 Links to the Website are permitted, subject to first obtaining the Service Provider's prior written consent, although the Service Provider reserves the right to withdraw such consent at any time.

10.2 The User is not entitled (nor shall the User assist others) to set up links from the User's own website to the Website by deep-linking, framing or otherwise, without the Service Provider's prior written consent, which consent may be withheld at the Service Provider's absolute discretion, and without the need to provide a reason.

10.3 The Website may include hyperlinks to third-party sites. The Service Provider has no control over and is not responsible for the content, use by the User or availability of those third-party websites, for any products or services the User buys through those sites or for the treatment of any personal information the User provides to the third party. The products, services and websites of third-party providers made available via the Website may be owned and operated by independent suppliers. While the Service Provider may co-brand these products or services with its own, the Service Provider does not endorse those products or services or warrant the products, services or accuracy or reliability of any information provided to the User by such third parties.

11. General Terms

11.1 The User agrees to be bound to the provisions of these Terms, which are concluded in Cape Town, South Africa at the time the User enters the Website for the first time or after the User has accepted these Terms as required on the Website.

11.2 Any failure by the Service Provider to exercise or enforce any right or provision of these Terms in no way constitutes a waiver of such right or provision.

11.3 In the event that any provision detailed herein is found to be unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining provisions of these Terms. The remaining provisions shall remain enforceable and applicable.

11.4 The Website is hosted, controlled and operated from the Republic of South Africa and therefore South African law, enforced by the South African courts, governs the use of the Website, its content, services, software and these Terms.

11.5 The Service Provider does not recommend or endorse any other entity, including any third parties who make the Website available to the User. No third party is appointed or authorised by the Service Provider as its servant or agent, nor has any authority, either express or implied, to amend these Terms, or to enter into any contract, provide any representation, warranty or guarantee with or to the User on behalf of the Service Provider, or otherwise make commitments for the Service Provider in any way whatsoever. The User agrees that the Service Provider will not be responsible for any act or omission of any third party including any services provided by it in relation to the Website, including any administration of it.

11.6 The manual published in terms of section 51 of the Promotion of Access to Information Act, 2 of 2000, may be viewed at <https://caeft.com/> [or insert direct URL to PAIA manual].

11.7 These Terms, together with any documents expressly incorporated by reference, constitute the entire agreement between the Parties in relation to the use of the Website and supersede all prior or contemporaneous understandings or agreements regarding such subject matter, other than any separate written agreement concluded between the User and the Service Provider which expressly prevails over these Terms.

12. Dispute Resolution

12.1 The Parties shall first use their reasonable endeavours to resolve any dispute arising out of or in connection with these Terms through good faith negotiations between senior representatives.

12.2 If the dispute is not resolved within 30 (thirty) days after written notice of the dispute is given, either Party may refer the dispute to arbitration in Cape Town in accordance with the Arbitration Act, 42 of 1965. The arbitration shall be conducted in English before a single

arbitrator appointed by agreement between the Parties, failing which by the Arbitration Foundation of Southern Africa (AFSA).

12.3 Nothing in this clause 12 shall preclude either Party from seeking urgent interim relief from a court of competent jurisdiction.

13. Disclosures required by Section 43 of the ECT Act

13.1 Access to the services, content, software, and content downloads available from the Website is classified as "electronic transactions" in terms of the ECT Act and therefore the User has the rights detailed in Chapter 7 of the ECT Act and the Service Provider has the duty to disclose the following information:

13.1.1 Full name and legal status of website owner: CaEFT Proprietary Limited, a private company incorporated under the laws of South Africa and registered in Cape Town, South Africa with registration number 2021/969009/07, situated at Raft House, 3 Monte Vista Boulevard, Monte Vista, Cape Town, Western Cape, South Africa, 7460.

13.1.2 Names of office bearers: [insert current directors as per CIPC records].

13.1.3 Physical address for the receipt of legal notices is the same address as set out in clause 13.1.1.

13.1.4 Telephone number: 021 565 0567.

13.1.5 Email address of the Website: admin@caeft.com;

13.1.6 In terms of section 44 of the ECT Act:

(a) a Consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of services within 7 (seven) days after the date of the conclusion of the agreement; and

(b) if payment for the services has been affected prior to a Consumer exercising their right as provided in section 44 of the ECT Act, the Consumer is entitled to a full refund of such payment, which refund must be made within 30 (thirty) days of the date of cancellation.

13.1.7 A Consumer wishing to exercise the right of cancellation in terms of section 44 of the ECT Act must notify the Service Provider in writing at admin@caeft.com within 7 (seven) days after the date of conclusion of the relevant electronic transaction, quoting sufficient details of the transaction to enable the Service Provider to identify it.

13.1.8 Users may lodge complaints in respect of the Website via email to admin@caeft.com.