

PLATFORM ACCESS TERMS AND CONDITIONS

Welcome to our platform ("Platform"). The below terms and conditions ("Platform Access Terms") and any amendments from time to time, govern your use and access of our Platform. In order to access and use our Platform, please acknowledge that you have read and accept these Platform Access Terms, which are contained in this document.

1. INTRODUCTION

- 1.1. These Platform Access Terms are legally binding and are applicable to you each time you access the Platform and form a legal binding agreement between you and SABRIC.
- 1.2. These Platform Access Terms may be updated amended, modified, supplemented or replaced from time to time and the most recent version of the Platform Access Terms will apply to you each time you access the Platform. You agree to read these Platform Access Terms each time you access the Platform. **By accessing the Platform, you agree to be bound by these Platform Access Terms.**
- 1.3. **These Platform Access Terms contain provisions that appear in similar text and style to this clause and which may limit risk or liability; and/or**
 - 1.3.1. **may create risk or liability for you; and/or**
 - 1.3.2. **may compel you to provide an indemnify; and/or**
 - 1.3.3. **serves as an acknowledgement, by you, of a fact.**
- 1.4. Your attention is drawn to these Platform Access Terms because they are important and should be carefully noted.
- 1.5. You confirm that you are 18 years or older.
- 1.6. If there is any provision in these Platform Access Terms that you do not understand, it is your responsibility to ask us to explain it to you before you accept the Platform Access Terms or continue using the site.

2. DEFINITIONS AND INTERPRETATION

2.1. The following words and expressions used in these Platform Access Terms have the meanings given below:

2.1.1. "**Authorised Person**" means a registered user who has been (or purports to have been) nominated as an authorised person, by an entity, to register the entity as a User of the Platform and who is authorised by the entity to access and use the Platform on behalf of the entity;

2.1.2. "**Intellectual Property**" means works of copyright, trade marks (statutory and common law), patentable inventions, patents, protectable design subject matter, designs and domain names including applications, registrations and unregistered forms of any of these, all other intellectual property rights (registered or unregistered) and the right to apply for all or any of these;

2.1.3. "**Personal Information**" has the meaning given to it, or conceptually similar terms, under applicable privacy laws;

2.1.4. "**Platform**" means this platform owned by SABRIC which provides an interface to which a User can purchase, access and use various services on the platform, and which includes other features and functionalities;

2.1.5. "**Platform Access Terms**" means these Platform Access Terms and Conditions;

2.1.6. "**SABRIC**", "**us**", "**we**" or "**our**" means SABRIC NPC, a non-profit company registered in terms of the Companies Act 71 of 2008, with registration no 2002/017376/08; and

2.1.7. "**User**" means any person accessing the Platform.

2.2. Interpretation

2.2.1. Unless the context indicates otherwise, any reference to:

2.2.1.1. a day, month or year, is to such day, month or year with reference to the Gregorian calendar;

2.2.1.2. South Africa is the Republic of South Africa;

2.2.1.3. clause is to a clause to these Platform Access Terms;

2.2.1.4. number of days, is calculated to exclude the first day and include the last day;

- 2.2.1.5. the singular includes the plural and *vice versa*, use of any gender shall include all genders and a person includes a natural and a legal person, as well as their successors in title and assigns;
 - 2.2.1.6. including or in particular, does not limit the words which precede it and should be interpreted without any limitation; and
 - 2.2.1.7. any notice, confirmation, agreement, approval or consent given in terms of these Platform Access Terms, must be in writing whether via the Platform (e.g. through a tickbox or similar mechanism) or some other form of communication approved under these Platform Access Terms.
- 2.2.2. Where a word is given a defined meaning, any other grammatical form of that word will have a corresponding meaning.
 - 2.2.3. Words or phrases not defined in these Platform Access Terms have their plain English meaning and terms used within a particular industry have their generally accepted meaning within such industry.
 - 2.2.4. Clause headings are for reference purposes only and do not affect the meanings of the provisions to which they relate.
 - 2.2.5. These Platform Access Terms bind SABRIC and you as they are currently constituted and all their successors in title and assigns, if any.
 - 2.2.6. Any consent provided by you or SABRIC is provided in its sole discretion and may be provided with or without conditions.
 - 2.2.7. No provision in these Platform Access Terms will be interpreted to the disadvantage of either you or SABRIC because such party drafted or was involved in the drafting of such provision.
 - 2.2.8. References to any South African statute, legislation or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than South Africa, be deemed to include a reference to that which most nearly approximates to the South African legal term in that jurisdiction.

3. OTHER TERMS

- 3.1. Depending on why you are here and want to access our Platform, separate terms and conditions may apply to you.

- 3.2. It is also important that you read our [Privacy Policy](#). By accessing the Platform, you agree to be bound by the terms contained in our [Privacy Policy](#).

4. ACCESS, SUSPENSION AND TERMINATION

4.1 In order to use our Platform, you must first register with us by creating a profile at [•]. To register, we will require your [name, surname, organisation/entity you are representing as a User of our Platform, and e-mail address]. You may also be required to provide a unique username and password and other information as may be stipulated from time to time. **We have full discretion to accept or refuse your registration without providing a reason/s.**

4.1 Once registered, your login information may only be used by you and may not be shared with anyone else. Authorised Persons acting on behalf of the registered entity must keep the login information confidential and may not share it with any unauthorised person. **You agree that, once the correct username and password relating to your profile has been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for all actions taken at that time.**

4.2 **We may terminate your access to the Platform and/or suspend your status as a User at any time for any reason. We have the right to change or discontinue (temporarily or permanently) the Platform (or any part of it). We may also limit certain services, features or functions, and we may restrict access to all or parts of the Platform.**

4.3 Any licences or rights of use that may have been granted to you in these Platform Access Terms will cease to exist immediately on termination.

4.4 Regardless of anything stated in this clause, no existing claim that we have against you for a breach of these Platform Access Terms will be affected by any termination or suspension of an agreement we have with you or your status as a registered User.

4.5 **We will not be liable for any loss or damage that you may incur as a result of action taken in terms of this clause.**

5 INFORMATION PROVIDED BY YOU

5.1 All information you provide to us, including but not limited to during registration, on the Platform must be complete and accurate and must not be misleading nor must it (to the best of your knowledge) contain any material omissions that are not disclosed.

5.2 We and any person acting on our behalf reserve the right to verify any information you have provided at any time.

5.3 **You warrant that, if you provide third party information, it will not breach the third party's Intellectual Property rights or confidentiality rights. To the extent that such information**

contains Personal Information, then you warrant that you have complied with all applicable privacy laws in collecting and disclosing such information to us. You indemnify us for any losses we might incur as a result of your breach of this clause.

6 INFORMATION WE PROVIDE ON THE PLATFORM

- 6.1 **All information on this Platform (whether provided by us or by a third party) is provided "as is".** This means you should use it for information purposes only and you must not rely on it or treat it as professional advice.
- 6.2 **Some information on the Platform is provided by third parties. We do not control this information and do not warrant or guarantee that it is correct or suitable for anything.**
- 6.3 You are solely responsible for assessing and verifying whether any information on the Platform (whether provided by us or by a third party) is suitable for your purposes for using the Platform. **SABRIC is absolved of any liability for information that you rely on which is made available through the Platform.**
- 6.4 **We cannot be held directly or indirectly responsible for any loss that may result from your reliance on any information that is available or provided on the Platform.**
- 6.5 Data shown on our Platform may be delayed unless we tell you otherwise.

7 USER DATA SHARING

Our Platform may provide functionalities that allow Users to share data with other Users. When you use these functionalities, you acknowledge and agree that:

- 7.1 Your data may be accessed, viewed, and used by other Users to whom you grant access.
- 7.2 You are solely responsible for the data you choose to share and the recipients of such data.
- 7.3 You retain control over the data you share and are responsible for ensuring that you have the necessary rights and permissions to share such data.
- 7.4 You must comply with all applicable laws and regulations regarding data sharing and ensure that your sharing activities do not infringe on the rights of others, privacy laws and intellectual property.
- 7.5 We act merely as a conduit for the transmission of data between Users and do not assume any responsibility for the content, accuracy, or use of such data by other Users.

8 THIRD PARTY COMMUNICATION

Our platform enables Users to communicate and share information directly with each other. This includes, but is not limited to, messaging, file sharing, and other forms of data exchange. By using these features, you acknowledge and agree that:

- 8.1 We act solely as a conduit for the transmission of these communications and information.
- 8.2 We do not actively monitor, review, or have significant visibility over the content exchanged between Users.
- 8.3 You are solely responsible for the content you send and receive, and for the interactions you have with other Users on the Platform.

9 CHARGES

- 9.1 We do not charge you any fees for using the Platform unless agreed otherwise with you or the organisation you represent. We may change this or charge other fees (or add features or functions) at our discretion. We will tell you about this before we do it.
- 9.2 Standard data costs will be charged when you register for the Platform and every time when you access the Platform. These costs are charged by your internet service provider or mobile phone operator. Any questions related to your data costs must be sent to your internet service provider or mobile phone operator.

10 COMPLIANCE WITH LAWS

You agree, represent and warrant that you are in and will maintain compliance with all laws applicable to your use of the Platform and anything directly or indirectly related to it. You also warrant that you are in compliance with all internal and external requirements (including authorities, laws, policies and instructions) that apply to the entity that you represent.

11 SECURITY

- 11.1 We aim to keep the Platform and associated services available and running. However, all online services suffer occasional disruptions and outages. **We will not be liable in any manner whatsoever for any outage or disruption to services, regardless of the cause of the disruption or outage.**
- 11.2 You must use and update hardware and software (computer equipment and programs) suitable for this Platform. If you do not, the Platform may not work properly, which could decrease functionality and increase your risk.

- 11.3 If we offer any software to you on or through our Platform, the licence agreement is between you and the software licensor (owner). **You indemnify us against any breach of a software licence. We do not expressly or implicitly warrant that any software is of good quality or suitable for its purpose.**
- 11.4 Information sent over the Internet, including by email, can be accessed, seen or changed by unauthorised parties. We take your privacy and the security of your information very seriously and have applied various security controls to protect the Platform from unauthorised access as explained in our [Privacy Policy](#). However, the internet is an unsecure public network and there is always a risk that your interactions, communications or transactions can be seen, intercepted or modified by third parties. **We are not responsible for any loss or damage you may suffer if your information is accessed, seen or changed by an unauthorised party. By using the Platform you acknowledge and accept these risks.**

12 AVAILABILITY

- 12.1 We have the right to change or discontinue (temporarily or permanently) the Platform (or any part of it). We may also limit certain services, features or functions, and we may restrict access to all or parts of the Platform.
- 12.2 **We will not be liable for any loss or damage that you may incur as a result of action taken in terms of this clause.**

13 BEHAVIOUR

When you access this Platform, you agree to the following, to the extent applicable:

- 13.1 The posting of any defamatory, abusive, profane, offensive, illegal or threatening content on the Platform is strictly prohibited. That in all your dealings with us and other Users, you will act lawfully and in good faith, with integrity and in a professional manner and not in any way that could adversely affect our reputation.
- 13.2 Please think before you post comments or upload any links or material and be aware of your conduct on the Platform.
- 13.3 You agree to avoid any behaviour that could be construed as discrimination or harassment
- 13.4 Opinions expressed are the opinions of the User (as applicable) expressing them. SABRIC is not responsible for and does not endorse any information or opinion expressed by a User.
- 13.5 You will not interfere with or disrupt the integrity or performance of the Platform.
- 13.6 You will not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform.

14 INTELLECTUAL PROPERTY

- 14.1 We keep all copyright and other Intellectual Property rights in all content published on our Platform, including logos and other graphics and multimedia. You may view content and copy it onto a computer or other device or storage media, and you may print and make paper copies of it, but only if:
- 14.1.1 it is not used for any commercial purposes; and
 - 14.1.2 any copy of the content from any part of our Platform shows our copyright notice.
- 14.2 The logos and trademarks on our Platform are ours or, in the case of certain products, those of third parties, whether registered or unregistered. Nothing on our Platform is a licence (permission) to use any trademark for any other purpose without prior written permission from us or any other party that has rights in the Intellectual Property. You must send any request to use our content to governance@sabric.co.za. We will try to answer as soon as possible. If we do not respond in writing within 10 (ten) business days, then this means that we have declined your request.
- 14.3 Even if any content on our Platform is not confidential information or if there is no copyright in it, it is owned by us or by a third party if one is identified and you have no rights in it unless you have entered into an agreement with us that expressly provides that you have such rights.

15 LICENCE AND USAGE

Your access to this Platform and resultant acceptance of these Platform Access Terms means you agree to provide SABRIC with a non-exclusive, fully paid-up, irrevocable, perpetual and worldwide licence to reproduce and use all information provided, including any third party material, for the purposes of the Platform, which may include analysis and promotion.

16 REPRESENTATION

16.1 Authorised Persons

If you are an organisation that is accessing and using the Platform through an Authorised Person, then the following provisions apply to you:

- 16.1.1 **You warrant that all Authorised Persons have the authority to access and, where applicable, sign up for the various features accessed on the Platform on your behalf.**
- 16.1.2 We will be entitled to assume, unless notified to the contrary, that the actions of any Authorised Person are performed in accordance with the authority granted to them by you.

- 16.1.3 We will not be obliged to check the integrity of any action, or authenticity of any use of this Platform and are entitled to assume that all instructions, interactions and usage of the Platform complies with your organisation's requirements until expressly advised to the contrary in writing to the following address governance@sabric.co.za. We will process any changes within a reasonable time period.
- 16.1.4 It is your responsibility and/or the responsibility of your Authorised Persons to advise us if any Authorised Person is no longer authorised to access this Platform and/or represent you.

17 COMMUNICATION WITH US

- 17.1 We will communicate with you through a variety of messaging services including in-platform messaging, and email to your designated address.
- 17.2 The Platform only offers support through email or in-platform communications. We do not offer telephonic support.
- 17.3 **You consent to receive contractual, notice and/or legal communications from us in an electronic form through the email address you supplied for registration.**
- 17.4 **We will not be liable for any loss or damage caused by any delay in the delivery of or failure to deliver any email or any form of telephonic messaging or other communication for any reason.**
- 17.5 Communications made by email to SABRIC or on the Platform or the Platform's messaging system will not constitute legal notice to the Platform or to SABRIC or any of its officers, employees, agents or representatives in any situation where notice to SABRIC is required by contract or any law or regulation. **Legal notice to SABRIC must be in writing, marked for the attention of, Legal Advisor, served by hand at Siemens Park, 300 Janadel Avenue, Halfway House, 1685, during ordinary business hours Monday to Friday.**

18 HYPERLINKS

18.1 Internal

We have put links from certain provisions of these Platform Access Terms to other information that may apply to you (i.e. hyperlinks). They are found in words that are in blue and underlined. **You must read any links that apply to you and that reference a policy or an agreement because they form part of these Platform Access Terms.**

18.2 External

- 18.2.1 You may create a hyperlink to the Platform and/or content on the Platform, but **we will not be liable for any loss, damage, cost or expense of any nature whatsoever incurred as result thereof, whether by you or any third party.** You may not alter any content on the Platform, imply that SABRIC or the Platform endorses your Platform or its contents or any products or services on your Platform or reproduce or reformat any files, pages, images, information or content from the Platform in any form whatsoever without our prior written consent, which we may withhold at our sole discretion.
- 18.2.2 The Platform may contain hyperlinks to other platforms. However, a link to another platform does not imply that SABRIC either endorses or recommends any information, products or services offered on or through the other platform or that the material on any linked platform does not infringe the Intellectual Property rights of any person. SABRIC does not authorise the reproduction of material on linked platforms. You must make your own enquiries and decisions about the accuracy and reliability of any information and the suitability of products or services on any linked platform.
- 18.2.3 **If we suspect that you have breached the provisions of these Platform Access Terms, we reserve the right to immediately suspend or terminate your access and use of the Platform, in addition to exercising any other rights we may have under these Platform Access Terms or in law.**

19 DISCLAIMER AND LIMITATION OF LIABILITY

- 19.1 To the extent permitted by law, we disclaim all and any guarantees, undertakings and warranties, express or implied, and we do not provide any warranties, express or implied, in respect of this Platform, and/or content and your use thereof or your interaction therewith. To avoid any doubt:
- 19.1.1 we do not provide any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 19.1.2 we do not provide any warranty or guarantee:
- 19.1.2.1 that content or products and their functionality will be uninterrupted or error-free;
- 19.1.2.2 that defects will be corrected;

- 19.1.2.3 that the Platform or the server that makes it available are free of viruses or represent the full functionality, accuracy and reliability of the materials and/or content;
- 19.1.2.4 that the Platform and any associated services will continue to function without interruption or in timely fashion or that it will always be secure or error-free or that registered user or data loss will not occur;
- 19.1.2.5 the accuracy, integrity, or quality of the data shared via our Platform. All data sharing is provided "as is" and "as available" without any warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement; and
- 19.1.2.6 any material or content on the platform, whether at the date of publication or afterwards, is correct.
- 19.2 **We accept no liability for any loss or damage, including consequential damage, that you may sustain (either directly or indirectly) because you accessed the Platform or for any impact on or damage to your computer, your system or network, software or data.** You should take appropriate and adequate precautions to prevent damage to your computer system, software or data before accessing the Platform.
- 19.3 **To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including consequential loss) arising out of or in connection with any use of or reliance on the content, data you share or which is shared with you by other Users, or the Platform or for any loss that arises from, among other things:**
- 19.3.1 any technical or other problem (including interruption, malfunction, downtime or other failure) that affects our Platform or system or any online service or any database for any reason;
- 19.3.2 any problem affecting any other goods or services provided by any other party, for example any telecommunication or internet service provider, electricity supplier or local or other authority;
- 19.3.3 any loss of or damage to any Personal Information or other data caused directly or indirectly by technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus or your own negligence;
- 19.3.4 any order, investment decision or purchase or disposal of goods or services (including any financial instrument or currency) from any other party based on any information on our Platform; or

19.3.5 any event over which we have no direct control.

20 INDEMNITY

20.1 You will at all times indemnify and hold us and our personnel harmless and keep us indemnified from and against all loss, claims, liabilities and expenses (including reasonable legal costs and expenses) arising out of or in connection with your use of the Platform and for any breach of the Platform Access Terms or any other agreement you enter into with us, by you that results in any claim, demand, suit, action or proceeding by any person against us.

20.2 In exchange for this indemnity we will:

20.2.1 give you notice of the claim, demand, suit or proceeding;

20.2.2 give you control of the defence and settlement of the claim, demand or proceeding (provided that you may only settle a claim to the extent that the settlement expressly releases SABRIC from all and any liability); and

20.2.3 provide you with reasonable assistance at your expense.

20.3 In addition, you agree that, if you have a dispute with any registered user or about any third party product, we will not be party to any such dispute. **You will hold us harmless and release us from all claims, demand and damages (whether these constitute direct or consequential loss) of every kind, known or unknown, arising out of or in any way connected with such disputes.**

20.4 **We will not be liable for any consequential loss arising out of or in connection with these Platform Access Terms.**

21 JURISDICTION AND DISPUTE RESOLUTION

21.1 These Platform Access Terms are governed by the laws of the Republic of South Africa regardless of any other country's laws and you agree to the jurisdiction of a competent court in South Africa.

21.2 Any dispute will be referred to (and finally resolved by) arbitration under the Rules of the Arbitration Foundation of Southern Africa ("AFSA") for Commercial Arbitrations (the "Rules"), which include the right to appeal and which are deemed to be incorporated by reference into these Platform Access Terms.

21.3 There will be only one arbitrator, whose identity will be agreed in writing between us and you within 5 (five) business days following the declaration of a dispute between us and you, failing which the arbitrator will be appointed by the AFSA from the senior legal practitioners on its

panel in terms of the Rules, taking into account the value and complexity of the dispute under referral.

- 21.4 The seat, or legal place, of the arbitration will be South Africa and any hearing will be held in Johannesburg, South Africa. The arbitration will be in English. Unless both you and we agree otherwise, the arbitration will be conducted on an urgent basis in terms of the Rules.
- 21.5 Nothing contained in this clause will preclude either you or us from approaching a court of competent jurisdiction within South Africa for interim relief on an urgent basis pending the final outcome of an arbitration.
- 21.6 Either you or we may have the arbitration award made an order of court. Both you and we must keep the evidence and any award in the arbitration confidential. The arbitrator may give default judgement if either you or we fail to make submissions on the date on which they are due or fails to appear at the arbitration or both.
- 21.7 You agree that the arbitration and the processes, documents and contents thereof constitute confidential information.

22 GENERAL

- 22.1 These Platform Access Terms (as read together with any other applicable terms or agreement we have with you) contain the entire agreement relating to the subject matter hereof. No addition to or variation, amendment or consensual cancellation or waiver of any part of these Platform Access Terms or any suspension of any right under these Platform Access Terms will be of any force or effect unless reduced to writing and signed by both you and us.
- 22.2 All the provisions of these Platform Access Terms are severable, the one from the other, and if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions will continue to be of full force and effect.
- 22.3 You may not assign your rights and obligations under these Platform Access Terms, entirely or partially, to any third party without our prior written consent.