

MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY")**GENERAL WEBSITE TERMS AND CONDITIONS****THESE TERMS OF SERVICE ARE EFFECTIVE AS OF 2019-02-01****"EFFECTIVE DATE"**

READ THE GENERAL WEBSITE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT THE USERS HAVE BOTH READ AND ACCEPTED THE GENERAL WEBSITE TERMS AND CONDITIONS. A USER CANNOT USE THE WEBSITE IF IT DOES NOT ACCEPT THE GENERAL WEBSITE TERMS AND CONDITIONS. ALL SECTIONS OF THE GENERAL WEBSITE TERMS AND CONDITIONS ARE APPLICABLE TO THE USERS

1. INTRODUCTION

- 1.1. These Terms of Service will apply fully and affect a Supplier and/or a Customer, and to the extent applicable, any browser ("the User(s)") of the Platform (which constitutes a Website and an Application), which website address is <http://www.mytechiesa.co.za>. By using this Platform, a User agrees to accept the General Website Terms and Conditions contained herein in full.
- 1.2. Should a User not agree to the terms contained herein, a User must immediately desist from using this Platform.
- 1.3. Minors are not allowed to use this Platform.
- 1.4. Capitalised terms herein shall bear the same meaning as stipulated in the the Customer Terms and Conditions and/or the Supplier Terms of Service.

2. POSTED CONTENT

- 2.1. In these General Website Terms and Conditions, "Posted Content" shall mean any audio, video text, images or other material a User may choose to display on the Platform, if applicable. By displaying a Posted Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.
- 2.2. A User's Content must be a User's own and must not be invading any third-party's rights. The Company reserves the right to remove any of a User's Content from this Platform at any time without notice.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Other than the content a User owns, and may be required to upload during the use of this Platform, the Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Platform.
- 3.2. None of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, and further, should such consent be provided, we reserve the right to withdraw such consent at any stage, in our sole and absolute discretion.
- 3.3. A User is granted a limited license only for purposes of utilising this Platform.
- 3.4. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Platform, including any algorithm used by us.
- 3.5. We own or are licensed to use all intellectual property on the Platform, with the exception of the User's Content, which shall remain that of the User uploading such content, but which a User licenses to us in accordance with the license above. A User may not use any of our intellectual property for any

purpose other than as may be required to use the Platform for its intended purpose.

- 3.6. We do not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and we may, at our sole discretion, remove any infringing content if we are of the view that such content infringes on another's intellectual property rights or our own.

4. **RESTRICTIONS**

- 4.1. A User may not:

- 4.1.1. publish or mirror any of this Platform's material in any media whatsoever;
- 4.1.2. use this Platform for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;
- 4.1.3. take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure, including spam or other unsolicited mass e-mailing techniques;
- 4.1.4. use the Platform in any manner would result in another User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;
- 4.1.5. mislead or deceive others through any act or omission or make a false representation about a User's identity, including the impersonation of a real or fictitious person or using an alternative identity or pseudonym;
- 4.1.6. conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;

- 4.1.7. copy, collect or save information about other Users;
- 4.1.8. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment to the Platform or to other Users;
- 4.1.9. stalk or harass anyone;
- 4.1.10. attempt to disrupt or interfere with the services as delivered through the Platform;
- 4.1.11. use the details of other Users for anything other than the use expressly permitted by those Users;
- 4.1.12. download, access, use, harvest or download in bulk User details;
- 4.1.13. pass on a User's log in details to anyone other than the authorised user of that account;
- 4.1.14. remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Platform;
- 4.1.15. use this Platform contrary to applicable laws and regulations, or in any way may cause harm to the Platform, or to any person or business entity;
- 4.1.16. use this Platform to engage in any advertising or marketing other than in a manner expressly permitted by the Platform;
- 4.1.17. crawl, spider or scrape the content of the Platform, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Platform; or
- 4.1.18. provide unauthorised interfaces to the Platform.

- 4.2. The User understands and agrees that it is solely responsible for compliance with any and all laws, rules, regulations and taxation obligations that may apply to its use of the Platform.
- 4.3. Certain areas of this Platform are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Platform, at any time, in its absolute discretion. Any User Log in Details a User may have for this Platform are confidential and a User must maintain confidentiality as well.

5. **PERSONAL INFORMATION**

- 5.1. We undertake as far as is possible, to protect each User's personal information in accordance with the Privacy Policy located [here](#).

6. **NO WARRANTIES**

- 6.1. This Platform is provided "as is," with all faults, and the Company expresses no representations or warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or noninfringement.
- 6.2. Without limiting the generality of the foregoing, the Company makes no warranty that the Platform will meet a User's requirements, or that the Platform will be uninterrupted, timely, secure, error free or that defects in the Platform will be corrected.
- 6.3. The Company cannot guarantee or warrant that any file downloaded from this Platform or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

- 6.4. The Company cannot be held liable for any inaccurate information contained on the Platform, other than on the Company's own web pages.

7. WARRANTIES BY THE USER

- 7.1. The User warrants and represents that the information provided to the Company is and shall remain accurate, true and correct and that the User will update the information held by us to reflect any changes as soon as possible.
- 7.2. Any User registering on the Platform on behalf of any entity warrants that such User will be taken to have represented to us that it has the authority to act on behalf of the entity, and that these General Website Terms and Conditions will be binding on the User.
- 7.3. The User further warrants that when registering on the Platform it:
 - 7.3.1. is not impersonating any person or entity;
 - 7.3.2. is not violating any applicable law regarding use of personal or identification information;
 - 7.3.3. is authorised to create an account; and
 - 7.3.4. will provide, on demand from us verification of such User's credentials in such form as required by us.

8. USERS' RELATIONSHIP WITH THE COMPANY

- 8.1. The Company is not a party to the dealings between the Users, including the contracting of a User to perform services.
- 8.2. The Company merely facilitates the meeting of the Users in order that they may enter into a professional relationship between themselves.

- 8.3. In the event that one User chooses to engage with another in respect of the provision of Customer Services this will be without any input from the Company, save that the introduction was facilitated through the Platform.
- 8.4. As the Company is not a party to any agreement entered into between Users we shall not be liable for any loss or damage that may result from any dealings between Users.
- 8.5. It is the Users' responsibility to negotiate the terms of the Customer Services with each other.
- 8.6. The Company does not direct, have any control over, nor make any representations in relation to, guaranteeing the quality of the Customer Services, nor the truth or accuracy of any User profile, the ability of Users to pay for the Customer Services, or that a User can or will complete any transaction or a portion thereof.

9. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 9.1. The Platform shall be used entirely at a User's own risk.
- 9.2. The User indemnifies us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that we may suffer or incur as a result of or in connection with the User's improper use of or conduct in connection with the Platform, including any breach by the User of these terms or any applicable law or licensing requirements.
- 9.3. As the Company only provides the Platform on which Users do business, to the fullest extent permitted by law, a User agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the the Platform, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of any User's misconduct, negligence and/or gross negligence.

- 9.4. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 9.3 above, the Company's aggregate liability for Losses arising out of or in connection with Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.
- 9.5. Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

10. **NON-CIRCUMVENTION**

- 10.1. The User acknowledges and agrees that the only compensation received by the Company is the percentage of its fee on a per invoice basis. The User further acknowledges that the Company only receives this payment when a Customer makes payment of the invoice submitted by the Company.
- 10.2. Accordingly, and in consideration for the Company making the Platform available, Users which are introduced to each other on the Platform, may not circumvent the Platform by communicating with each other outside of the Platform (unless unavoidable), or making payment of any fees pertaining to Customer Services outside of the Platform.
- 10.3. A User agrees to notify the Company immediately upon gaining knowledge, or a suspicion, that another User improperly contacts you or suggests soliciting payments other than on invoice as received from the Company. If a User is, or becomes aware of a breach or potential breach of this non-circumvention policy, please report same to the Company by emailing info@mytechiesa.co.za. The contents of such communication shall be kept confidential.

11. **FORCE MAJEURE**

- 11.1. Without limiting the foregoing, neither the User nor the Company shall be held liable for any failure to perform in terms of these General Website Terms and Conditions if such failure is as a result of Acts of God (including fire, flood,

earthquake, storm, hurricane or other natural disaster), war, server downtime, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone service or internet connectivity, server failure, or technological failure. Neither we nor the User are entitled to terminate these Terms and Conditions in such circumstances. Should either of us be affected by such event we shall forthwith inform the other of same, and shall use all reasonable endeavours to comply with the Terms of Service.

12. **SEVERABILITY**

12.1. If any of these terms are deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from this Terms of Service and the remaining terms will continue to apply. Failure by us to enforce any of the provisions set out in this Terms of Service and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms of Service or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

13. **ASSIGNMENT**

13.1. The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms of Service without any notification. However, a User is not not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms of Service.

14. **GOVERNING LAW & JURISDICTION**

14.1. This General Website Terms and Conditions relationship between the User and the Company shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the User consents, at the Company's sole

and exclusive discretion to the jurisdiction of the Magistrate's Court of South Africa.

15. PREPARATION

- 15.1. These Terms of Service have been custom created for the Company by the good folks at Legal Legends www.legallegends.co.za.