



## **VICONET CANDIDATE TERMS**

By using the Viconet Website, You are deemed to have read and agreed to the “**Viconet Candidate Terms**”. If You do not agree to these terms, then You are not allowed to use the Viconet Platform and should immediately terminate such usage.

This Viconet Platform is made available by Viconet, as such, the following terminology applies to these Viconet Candidate Terms: - “We”, “Us” or “Our” refers to Viconet and “You”, “Yours” refers to the Candidate. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same. Although parts of these Viconet Candidate Terms may reference other affiliates of Viconet, these terms are only between You and Us and not with any of those other entities.

### **1. TERMS OF USE**

By downloading, browsing, accessing or using the Viconet Website (“**Viconet Platform**”), You agree to be bound by these Viconet Candidate Terms. If You disagree with any of these Terms, You must immediately discontinue Your access to the Viconet Platform and delete the Viconet Website from any of Your devices. Continued use of the Viconet Platform via the “**Viconet Website**”, will constitute acceptance of these terms, as may be amended from time to time.

### **2. DEFINITIONS AND INTERPRETATION**

- 2.1. Unless the context clearly indicates the contrary, any term defined in the Viconet Terms when used herein, shall bear the same meaning as defined in the applicable Viconet Terms.
- 2.2. The headings to these Viconet Candidate Terms are to facilitate reference and shall not affect or influence in any way the construction of any of the Viconet Terms.
- 2.3. These Viconet Candidate Terms hereby incorporate, by reference, the Viconet Terms and any other applicable Platform Terms.



- 2.4. In the event of any inconsistency among the terms in the Viconet Terms and Viconet Candidate Terms, then if You are a: (i) Candidate, these Viconet Candidate Terms will prevail; or (ii) the order of precedent as set out in the Viconet Terms will prevail over these Viconet Candidate Terms.
- 2.5. Unless the context clearly indicates to the contrary, the following words bear the meanings ascribed thereto-
- 2.5.1. **"Account"** means an account created by a Candidate on the Viconet Platform as part of Registration;
- 2.5.2. **"Authorised Candidate"** means You or a user in Your employment, where You are a juristic person, who has been assigned credentials;
- 2.5.3. **"AUP"** means Acceptance Use Policy;
- 2.5.4. **"Communication Tool(s)"** means telephone, SMS, email, WhatsApp including any other Communication Tool(s) enabled by Viconet;
- 2.5.5. **"Candidate"** means any user interested in professional insight offered by Viconet via the Viconet Platform;
- 2.5.6. **"Personal Information"** means information relating to an identifiable living national person and where it is applicable, an identifiable existing juristic person;
- 2.5.7. **"Privacy Policy"** means the privacy policy published on the Viconet Website;
- 2.5.8. **"Register"** means to create an Account on the Viconet Platform and **"Registration"** means the same;
- 2.5.9. **"Transaction"** means any interaction between You and Us in relation to the Viconet Platform and/or signing up to the Viconet profession insight via Viconet Platform or any of its nominated agents but does not include transaction between yourself and Candidates;
- 2.5.10. **"Viconet Candidate Terms"** means these terms and condition of access to and use of the Viconet Platform;



- 2.5.11. “**Viconet Terms**” means collectively, the General Terms, Privacy Notice, Subscription Terms and these Candidate Terms available at the <https://www.viconet.co.za>;
- 2.5.12. “**Viconet Website**” means the website, we have created, acquired rights thereof and may, in connection with the performance of our obligations under the Viconet Candidate Terms, employ, provide, modify, create or otherwise acquire rights to and includes any: concepts or ideas; methods or methodologies; procedures or processes; know-how or techniques; functions, processes, systems, data, or object models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities, routines or frameworks; logic, coherence and methods of operation of systems.

### 3. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 3.1. **Availability:** Viconet undertakes to use its reasonable endeavours to provide the Candidate with access to Viconet Platform on a 24 (twenty-four) hour per day basis on each and every day for the continued operation of the Viconet Platform.
- 3.2. **Interruptions:** The Candidate acknowledges that the following circumstances may impact upon its access and use of the Viconet Platform and further that these circumstances are beyond Viconet’s control: (i) use of the Viconet Platform by other Candidates; (ii) Internet network capacity or failures; (iii) website operator failures; (iv) communication links failures; (v) website network failures; (vi) operating systems; (vii) access technology failures; (viii) any action, omission and/or failure by Candidate and/or his/her/its systems, software, network and/or Device which is having an impact on the access to and use of the Viconet Platform; and (ix) any other action, omission and/or failure not within Viconet’s control which is having an impact on the Viconet Platform.



- 3.3. Further, we do not warrant that Your use of the Viconet Platform will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Viconet Platform will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding the aforesaid, we will use our reasonable commercial endeavours to allow uninterrupted access to the Viconet Platform, access to the Viconet Platform may be suspended, restricted or terminated at any time.
- 3.4. **Use:** Candidate acknowledges that: (i) in using the Viconet Platform, the Candidate does so at their own risk and discretion; and (ii) Viconet does not guarantee that the Viconet Platform will be uninterrupted or error free.
- 3.5. **Errors and Omissions:** We will use reasonable commercial endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Viconet Platform will be free of faults, and we do not accept liability for any such faults, errors or omissions.
- 3.6. **Changes and Modifications:** Viconet may from time to time in its sole discretion change, modify, substitute, suspend or remove without notice any information on the Viconet Platform. Your access to the Viconet Platform may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information from the Viconet Platform at any time.
- 3.7. **Removal:** We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of the Viconet Terms. Without limiting the generality of the Viconet Terms, Viconet expressly disclaims any direct, indirect, incidental, special, punitive or consequential loss or damages which arise or may arise out of: (i) the Viconet Platform; (ii) the use of Viconet Platform; (iii) fraudulent use of the Viconet Platform by an unauthorized third party on Candidate's account; (iv) any dispute between Candidate and/or any other third party, including (without limitation) a third party service provider, relating to or resulting from Viconet Platform; and (v) any Offerings via the Viconet Platform.



#### 4. PERSONAL INFORMATION

- 4.1. You hereby agree that Your personal information (required for registration into the Viconet Platform) will be collected but stored on the Viconet Platform, but the retrievable.
- 4.2. You hereby agree that Your personal information (required for registration into the Viconet Platform) will be sent to and processed: (a) internally by Viconet for (i) processing Your registration to Viconet Platform; and (ii) processing Your Order Form; and/or externally to third party service providers to Viconet, to enable provisioning of any of the Viconet Offering requested to You.
- 4.3. By submitting registration to the Viconet Platform including the Order Form, You confirm that You have given Viconet Your Consent to use Your personal information for the lawful purpose set out therein.

#### 5. VICONET PLATFORM SPECIFIC TERMS

- 5.1. **Registration:** Each Candidate must provide their full legal name, a valid email address, cell number, physical address and any other information requested by Us to complete the registration process.
- 5.2. **Capacity:** You represent and warrant that You and any person who registers into the Viconet Platform have the allowed capacity within the applicable legal capacity to subscribe to website and/or applications. As Viconet, we only allow registration to the Viconet Platform by persons in their personal capacity or representatives of companies who: (a) are 18 years and above, and capable of concluding any Transaction; (b) possess the legal right, full power, and authority to open an Account; (c) are authorised to use the credentials required for the Account; and (d) will submit true, accurate and correct information to Us. If You are younger than 18 years of age, You warrant that You have the consent of Your legal guardian to subscribe to the Viconet Platform or that You have obtained legal status in another manner.
- 5.3. **Customer Identifiers:** Each Candidate agrees: (a) to keep their credentials secure; and (b) not to provide access to any person other than an authorised.



- 5.4. **Candidate Data:** We are not responsible for any of Your data stored on our system or submitted through the Viconet Website to third parties, except to the extent that we are required to be responsible by applicable law.
- 5.5. **Access to Candidate Data:** Based on Your consent, Viconet will upon (subject to PAIA, where applicable), request by Viconet personnel or third-party service provider (“**Requesting Party**”), provide and process the Candidate Data to a Requesting Party to enable the Requesting Party to comply with its obligations under these Viconet Terms and the provision of any applicable laws.
- 5.6. **Preservation of integrity of Candidate Data:** Both of the parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of Candidate Data and prevent any unauthorised access, corruption or loss of Candidate Data.
- 5.7. **Use:** By using the Viconet Platform, You are deemed to have read and agree to the Viconet Candidate Terms. If You do not agree to these Viconet Candidate Terms, then You are not allowed to use the Viconet Platform and should immediately terminate such usage. The Viconet Platform is enabled for personal use and shall therefore not be used for commercial or business purposes.
- 5.8. **Location:** The Viconet Platform including the access to database and packages offered therein as well as any Offerings are intended solely for use by Candidates who access the Viconet Platform in South Africa. Viconet makes no representation that the packages and offerings are available or otherwise suitable for use outside South Africa.
- 5.9. **Suspension:** Without limitation of the AUP below, Candidate acknowledges and agrees that Viconet may in its discretion, suspend, terminate and delete Candidate’s Account including access to Viconet Platform in the event of Candidate’s contravention of the use of the Viconet Platform and/or AUP.



- 5.10. **Access:** In order to access the Viconet Platform, including any Viconet Offerings thereon, You will require suitable Internet access. This means that Your network (mobile, fibre or any other form of connectivity) provider may charge You for their network connection services for the duration of the connection while using the Viconet Platform on their network. You accept responsibility for these charges. You acknowledge that where You do not have Internet access and/or suitable connectivity, Your access to and use of the Viconet Platform will be limited, slow or not available at all. You are therefore advised to resolve any Internet access and/or connectivity issues directly with Your network provider and/or any other Internet connectivity provider You use for Access purposes.
- 5.11. **Ownership:** Where allowed, either via the Viconet Platform or by submitting any text or images (including photographs) ("**Material**") via the Viconet Platform, You represent that You are the owner of the Material or have proper authorization from the owner of the Material to use, reproduce and distribute it.
- 5.12. **Promos:** In order to market and/or promote the Viconet Platform, Viconet shall make certain Promos to Candidates directly via Communication Tools. To redeem any of the Promos, You must be a Candidate and such redemption is subject to the promotional terms and conditions contained in such Promo. You are therefore advised to appraise yourself with such promotional terms and their implications to You before You redeem same.
- 5.13. **My Location alerts and notifications:** You acknowledge that Viconet Platform has a location service which is used by Viconet Platform to send You pre-programmed notifications ("**Location Alerts**") on the Viconet Platform from Candidates if You have turned on locational services on Your Device (as the case may be).



- 5.14. **Amendments:** We may periodically make changes to the contents of the Viconet Platform. We assume no liability or responsibility for any errors or omissions in the content of the Viconet Platform. We reserve the right to amend these Viconet Candidate Terms including the Viconet Terms, from time to time without notice. The revised Viconet Candidate Terms and/or Viconet Terms will be posted on the Viconet Platform and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon You.
- 5.15. **Rewards or benefits:** We grant the rewards or benefits that we make available to You and allow You to redeem them through the Viconet voluntarily in our unfettered discretion in terms of the provisions of the Consumer Protection Act, 2008 (Act No 68 of 2008). Using the Viconet Platform does not guarantee that You will be able to redeem any of the rewards or benefits. The allocation of any rewards or benefits also does not entail that You have a vested right to those rewards or benefits.

## 6. LINKS TO THE VICONET PLATFORM

- 6.1. You may not create a link to any page on the Viconet Platform without our prior written consent. If You do create a link to a page on the Viconet Platform, You do so at Your own discretion, risk and the exclusions, limitation and disclaimers set out below will apply to Your use of the Viconet Platform by linking to it.

## 7. CANDIDATE OBLIGATION

- 7.1. **Redirect:** Candidate acknowledges and agree that once they click the registration platform on the Viconet Platform, they will be redirected to such home page and comply with the Viconet Terms.
- 7.2. **Offerings:** It is the Candidate's responsibility to ensure that any Viconet Offering or information made available through the Viconet Platform meets Candidate's specific requirements before purchasing same or subscribing thereto.





- 7.3. **Use and Access:** Candidate shall not use the Viconet Platform nor permit anyone else to use the Viconet Platform in contravention with the AUP. Any access and use of the Viconet Platform in contravention with the AUP is disallowed and as such, Viconet shall in its discretion, suspend and/or remove the Candidate's access thereto including deletion of Account.
- 7.4. Without limitation to anything else in this Clause 7, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend access and/or use of any of the Viconet Offering and/or Viconet Platform; (b) suspend Your access and/or use of the Viconet Offering and/or Viconet Platform including access and/or use by persons we believe to be connected to You; and/or (c) delete Your Account, if:
- 7.4.1. You commit any breach of the Viconet Terms;
- 7.4.2. we suspect, on reasonable grounds, that You have, might or will commit a breach of the Viconet Terms; or
- 7.4.3. we suspect, on reasonable grounds, that You may have committed or be committing any fraud against Us, our Candidates or any person using the Viconet Platform.
- 7.5. Our rights under this Clause 7 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Unless otherwise indicated, the content on the Viconet Platform is provided by Us and/or our associates.
- 8.2. Copyright and other relevant intellectual property rights exist on all text relating to Viconet, Viconet Platform and/or applications, its logo and names thereto that appear on this Viconet Website as well as the full content of this Viconet Platform.



- 8.3. The Viconet Platform and its contents are protected by the copyright, trademark, and other laws of the Republic of South Africa. We and our licensors reserve all rights not expressly granted in these Viconet Candidate Terms.
- 8.4. We retain all copyright and other intellectual property rights in all documents and other works we generate (including know-how, working materials and final documents). We hereby grant You a non-exclusive, non-transferable right and/or license to use these Platform or other works solely for the instruction to which such generation and/or development relate, and not otherwise.
- 8.5. We respect all third-party intellectual property rights, and as such, we require that Your use of the Viconet Platform remains compliant with the third-party intellectual property rights. References to any of our associates' and/or other parties' trademarks on the Viconet Platform are for identification purposes only, and do not indicate that such parties have approved the Viconet Platform or any of its contents. These Viconet Candidate Terms do not grant You any right to use the trademarks of other parties.
- 8.6. Except as expressly provided for in these Viconet Candidate Terms, You shall not use the names "Viconet.," either alone or in combination with other words or design elements. You may not use any of the foregoing names, marks or logos in any press release, advertisement or other promotional or marketing material or media, whether in written, oral, electronic, visual and/or any other form, except if expressly permitted in writing by Viconet or its designee. To request this written permission, use the Contact Us feature on the Viconet Website.



- 8.7. We shall not be liable in contract, delict or otherwise (including negligence or breach of statutory duty) howsoever and whatever the cause thereof nor for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by You in connection with the Viconet Platform and these Viconet Candidate Terms specifically and generally, Viconet Terms. For the purposes of these Viconet Candidate Terms, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 8.8. The above exclusions and limitations apply only to the extent permitted by law. None of Your statutory rights as a consumer that cannot be excluded or limited are affected.
- 8.9. Notwithstanding our efforts to ensure that our system is secure, You acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Viconet Platform, or electronic mail transmitted to and from Us, will not be monitored or read by others.

## **9. GENERAL LIMITATION**

- 9.1. The Viconet Platform, Offering, Products rewards or benefit and/or services are provided "as is" and "as available" and without any warranty of any nature whatsoever whether express or implied including without limitation warranties of merchantability, fitness for purpose, title or non-infringement.
- 9.2. To the fullest extent permitted by applicable laws, we disclaim all representations and warranties relating to the Viconet Platform and its contents, including in relation to any inaccuracies or omissions in the Viconet Platform, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.



- 9.3. Viconet is not liable and will not be liable under any circumstances, for any direct, indirect, incidental, special, punitive or consequential loss or damages which arise, or may arise, out of access to and/or use of the database by Candidate. This exclusion of liability applies notwithstanding the fact that Viconet may have been advised of the possibility of such loss or damage being incurred prior to its occurrence.
- 9.4. While we may use reasonable efforts to include accurate and up-to-date information on the Viconet Platform, we make no warranties or representations as to its accuracy, timeliness or completeness.
- 9.5. We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the database offered in the application, Your access to, use of or inability to use the database offered in the application, reliance on or downloading from the database, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.
- 9.6. Candidate acknowledges that the database is provided subject to all Applicable Laws and regulations and that Candidate hereby indemnifies Viconet from any liability for any loss or damage suffered by Candidate or any Third-Party Service Provider as a consequence of any interruption or unavailability of the database attributable to any regulatory body or civil or criminal process instituted against Viconet.
- 9.7. Candidate's sole and exclusive remedy if it is dissatisfied with any of the Viconet Offering for any reason whatsoever, is termination such Viconet Offering, or part thereof, as provided for and upon the terms stated in the relevant Viconet Terms.

## **10. INDEMNITY**



- 10.1. Candidate acknowledges that it has no claim against Viconet and Candidate hereby indemnifies Viconet against any liability in respect of any loss, damage or cost caused by or arising from: (i) any infringement of Candidate's rights of privacy and/or any other like rights (including those of any other person or entity), arising from the signing up as a Candidate on the Platform; (ii) any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to Candidate's Personal Information, information, data or content; (iii) damage, contamination or corruption of any kind of Candidate's Personal Information, Candidate Data, material, information and/or content howsoever occasioned; (iv) repairs, maintenance, upgrades, modification, alterations, replacement or work of any nature done on Candidate's hardware, software or systems by any party other than Viconet; (v) without limiting the foregoing, any fact, cause or circumstances whatsoever and howsoever arising if Viconet substantially performed its obligations under the Viconet Terms.
- 10.2. Notwithstanding the above, in the even that Viconet is held liable by any Court of law and/or Authority for any damages suffered by Candidate through use of this Platform by Candidate in terms of the Agreement.

## **11. MONITORING AND TERMINATION RIGHTS**

- 11.1. Candidate acknowledges that Viconet has no knowledge of, nor interest in, nor in any way contributes to, nor approves the creation of, Candidate's content as hosted by Viconet and/or published by Candidate on Candidate's web site and/or Candidate's web server (whether owned by Candidate or rented from Viconet) and/or published otherwise through use of any of Viconet's Platform and that hosting or publication of certain kinds of content may be offensive, unlawful, in breach of codes of conduct binding on Viconet, violations of legislation (including regulations), violations of the common law generally, and violations of the requirements and rules of any regulatory Authority and that hosting and publication of certain kinds of content may cause harm to the name, goodwill and reputation of Viconet, its Affiliates, and its business partners.



- 11.2. Accordingly, Candidate agrees, if Viconet in the exercise of its sole discretion is of the opinion that Candidate's content is offensive, unlawful, or harmful, as set out above, that Viconet, without derogating from any of its other rights in terms of this agreement, may:
- 11.2.1. request Candidate forthwith to remove the offensive, unlawful, or harmful content, as the case may be; or
  - 11.2.2. request Candidate forthwith to amend or modify the content; or
  - 11.2.3. without notice terminate access to Candidate's web site and/or Candidate's server (whether owned by Candidate or rented from Viconet) and/or suspend or terminate access to Viconet's database; or
  - 11.2.4. without notice delete Candidate's web site from the server; or
  - 11.2.5. without notice remove Candidate from Viconet's Portal or any other web property owned or administered by Viconet.
- 11.3. Candidate agrees that nothing that Viconet does in the performance of its obligations in terms of the Agreement or in the carrying on of its business generally shall be construed as an assumption of responsibility or liability by Viconet for Candidate's content and the publication thereof, whether or not Viconet had knowledge of such content and Candidate hereby indemnifies Viconet and holds it harmless against any liability and any claims of whatever nature made by any person for any loss or damage suffered arising directly or indirectly from the hosting and/or publication of Candidate's content as well as any other data of Candidate.
- 11.4. Viconet shall use all reasonable endeavours to notify Candidate of any action taken in terms of clause 11.2 above but does not warrant that notice shall be given to Candidate prior to such action being taken.

## **12. PRESERVATION OF SECURITY, MAINTENANCE AND REPAIR**



- 12.1. Viconet reserves the right to take whatever action it may deem necessary at any time to preserve the security and reliable operation of its network infrastructure and Candidate undertakes that it will not do or permit anything to be done which will compromise Viconet's security.
- 12.2. Viconet may temporarily suspend its obligations in terms of this agreement in order to service, repair, maintain, upgrade, modify, alter, replace or improve any of Viconet's Platform. Where the circumstances permit, Viconet shall use its reasonable commercial endeavours to provide prior notice of any such suspension to Candidate. The client shall not be entitled to any setoff, discount, refund or other credit in respect of any such suspension of service nor in respect of any suspension that is beyond Viconet's control.
- 12.3. Although Viconet applies reasonable endeavours to provide disaster recovery, Viconet does not specify any recovery time, nor is Viconet liable for any loss or damage of whatever nature incurred or suffered by Candidate arising from or in connection with any cause whatsoever as a result of its failure to provide, or delay in providing, or providing only partial, disaster recovery. Candidate is cautioned to make back-ups of its data. Nothing contained in the Viconet Terms shall be construed as a representation that any back-ups of data implemented by Viconet will be successful or in any way will avoid disaster.

### **13. APPLICABLE LAW AND JURISDICTION AND DISPUTE RESOLUTION**

- 13.1. These Viconet Candidate Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws. You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa in respect of any disputes arising in connection with the Viconet Website.



13.2. If any dispute arises out of or in connection with the content of the Viconet Platform that we offering to You and/or any Viconet Offering, such dispute must be referred for resolution firstly by way of negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of arbitration. The reference to negotiation and mediation is a pre-condition to the parties having the dispute resolved by arbitration.

#### **14. COMMUNICATION**

14.1. Unless otherwise directed by You, we will correspond with You by means of SMS or electronic mail. Whilst we take reasonable steps to safeguard the security and confidentiality of the information transmitted, we: -

14.1.1. do not encrypt our electronic communications; and

14.1.2. cannot guarantee its security and confidentiality.

#### **15. GENERAL**

15.1. If any portion of these Viconet Candidate Terms is invalid or unenforceable for any reason (including, but not limited to the disclaimer set out above) in any jurisdiction, then:

15.2. in that jurisdiction it shall be re-construed to the maximum effect permitted by law in order to effect its intent as nearly as possible, and the remainder of these Viconet Candidate Terms shall remain in full force and effect; and

15.3. in every other jurisdiction, all these Viconet Candidate Terms shall remain in full force and effect.

15.4. Failure by Viconet to insist upon strict compliance with any of the provisions of these Viconet Candidate Terms or performance in the Viconet Platform, or its failure to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof; and shall not cause a diminution of any of Your obligations under these Viconet Candidate Terms. No waiver of any of the provisions of these Viconet Candidate Terms shall be effective unless it is expressly stated to be such by Viconet in writing.





## 16. NOTIFICATION OF CHANGES

- 16.1. Viconet reserves the right to change these Viconet Candidate Terms from time to time as it deems fit and appropriate. It is Your responsibility to be aware of any such revised Viconet Candidate Terms by checking the Viconet Platform. Your continued use of the Viconet Platform will signify Your acceptance of any adjustment to these Viconet Candidate Terms.
- 16.2. Your access and continued use of the Viconet Platform indicates Your understanding, agreement to and acceptance, of our terms.

## 17. ACCEPTABLE USE POLICY (“AUP”)

### 17.1. Overview

- 17.1.1. Viconet’s intention for publishing this AUP is not to impose restrictions that are contrary to its established culture of openness, trust and integrity but to showcase its commitment to complying with legislation and ensuring all its Candidates have the ability to access and navigate its Viconet Website, application, portals or interact with Viconet through Communication Tool(s) or any other social platforms enabled via the Viconet Website (the “**Viconet Platforms**”) without interference or harassment from other Candidates. This AUP is designed to help achieve these goals. By accessing and/or using the Viconet Platforms, the Candidate agrees to comply with this AUP and to remain responsible for its use, where applicable.

### 17.2. Purpose

- 17.2.1. The purpose of this AUP is to outline the acceptable use of our network and/or Platforms and to define the accepted behaviour of Candidates on the aforesaid. This allows Viconet to: -
- 17.2.2. maintain the integrity and quality of the Viconet Platforms;
- 17.2.3. protect its Candidates and/or Viconet Platforms from abuse; and

### 17.3. Viconet Platforms



- 17.3.1. Although Viconet has used its reasonable efforts to ensure the security, reliability of the Viconet Platforms, the Candidate acknowledges that Viconet is unable to exercise control over the data passing over the network and the Internet, including but not limited to any mobile, websites, electronic mail transmissions, social platforms or other material created or accessible over its network. Therefore, Viconet is not responsible for any data transmitted over its network.
- 17.3.2. To help protect the integrity of the Platforms and its network operator, and to further ensure that all Candidates have fair and equal ability to access, navigate, purchase and/or interact via the Viconet Platforms, the Candidate must refrain from engaging in any activity that compromises or threatens Viconet's network, Internet in a reasonable and efficient manner to all other users. Viconet reserves the right, through its network operator, to take necessary steps, to prevent improper or excessive usage thereof which includes without being limited thereto: (a) limiting throughput; (b) preventing or limiting service through specific ports or communication protocols; and/or (c) complete termination of service to the Candidates who grossly abuse Platforms and/or network through improper or excessive usage.
- 17.3.3. Violations of Platforms and/or network operator's system or network security are prohibited and may result in criminal and civil liability. Viconet will investigate incidents involving such violations and may involve, or will cooperate with, law enforcement agencies if a criminal violation is suspected.

17.4. **Prohibited Activities**

- 17.4.1. General Prohibitions:



17.4.2. Viconet prohibits the Candidate from obtaining, disseminating or facilitating over Viconet's network or via Viconet Platforms, any unlawful materials, including but not limited to: - (a) copying or dealing in intellectual property without authorization; (b) child pornography, and/or (c) any unlawful hate-speech materials. The Candidate is further prohibited from using the Platform in any way that is:- (a) unlawful, incitement to commit criminal acts, harmful to or interferes with use of Viconet's Platforms or operator network or systems, or the network of any other provider; (b) interferes with the use or enjoyment of Viconet Platform received by others; (c) infringes intellectual property rights; (d) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or (e) constitutes abuse, a security risk or a violation of privacy. Failure to adhere to the rules and guidelines or agreements applicable to search engines, social networks, web pages, applications or the like that are accessed via a link from Platforms is a violation of this AUP.

17.4.3. Unlawful Activities:



- a) Viconet Platforms shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. The Candidate acknowledges that Viconet reserves the right to decline to provide and/or enable access to Viconet Platforms in general and/or specially to the Viconet Platforms and/or social platforms if the content is determined by Viconet to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libellous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others. The Candidate shall not use the Viconet Platforms or network:-
- (a) for the purpose of committing an offence against a child or in way that would constitute or promote unlawful interaction with children;
  - (b) for publication, transmission, dissemination, distribution, posting, downloading/uploading and/or storage of child pornography;
  - (c) to publish, transmit, disseminate, distribute, download/upload and/or post any material without the consent of the other party;
  - (d) in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules. To ensure compliance with any relevant legislation, Viconet will take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

## 17.5. Violation of Intellectual Property Rights

- 17.5.1. For the purposes of this notice, "**Intellectual Property**" means trademarks (whether registered or not), inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how and other intellectual property vesting Viconet, including any branding or logos and any content contained on the Viconet Platform.



17.5.2. Whilst the Candidate may obtain and download any materials marked as available for download off the Internet via Viconet Platform, Viconet's network, the Candidate acknowledges that it is not permitted to use their Internet access to distribute any copyrighted materials via the Viconet Platform or in combination thereof, unless permission for such distribution is granted to the Candidate by the owner of the materials. The Candidate shall further not use the services to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Viconet or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

17.6. **Security**

17.6.1. Network Security:



- b) All references to systems and networks in this AUP include but not limited thereto, the Internet, the infrastructure as well as systems and/or networks owned and operated by Viconet and/or Viconet's network operator to which the Candidate is granted access through Viconet Platforms. The Candidate acknowledges that violations of any network or system security are prohibited. As such, the Candidate may not circumvent Candidate authentication or security of any host, device, network, or Account (referred to as "cracking" or "hacking"), nor interfere with service to any Candidate, host, device, or network. The host, device, network, or Account shall also not be used for any illegal purpose, including phishing. Violations of system or network security by the Candidate are prohibited and Viconet will investigate incidents involving such violations and will involve and co-operate with law enforcement officials if a criminal violation is suspected. The following are (without being limited thereto), examples of system or network security violations:- (a) unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorization of Viconet; (b) unauthorized monitoring of data or traffic on the network or systems or any other action aimed at the unauthorized interception of data or harvesting of email addresses; (c) hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the Candidate authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network; (d) interfering with service to any Candidate, device, host or network or using any program, file, script or transmission of any message, including, without limitation, mail bombing, flooding and/or any other act intended to overload a system, interfere with a terminal session or access to use the Internet and other means of communication; and (e) knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots,



corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking.

#### **17.7. Viconet Platform Security**

For security purposes and to ensure that Platforms remain available to all Candidates, Viconet computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Platforms may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Viconet's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

#### **17.8. Candidate Responsibility**

Whilst we use our reasonable endeavours to ensure security of our network and/or systems, the Candidate acknowledges that we do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of our network, systems and/or any services. The Candidate remains solely and fully responsible for: - (a) ensuring and maintaining security of their systems and the machines that connect to and use services, including implementation of necessary patches and operating system updates; (b) the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using our website and/or services.

Viconet has no responsibility for any material created on Viconet Platforms or accessible using Viconet Platforms including content provided on third-party websites linked to Viconet Platforms. Such third-party links are provided as Internet navigation tools for informational purposes only and do not constitute in any way as an endorsement by Viconet of the content(s) of such sites.



The Candidates are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

#### **17.9. Prevention and Management of Abuse**

17.9.1. Viconet reserves all its rights to implement appropriate technical mechanisms to prevent usage patterns in violation of this AUP. Viconet further reserves the right to take such action as may be necessary to protect the integrity of Viconet Platforms, network and/or system, including, but not being limited to, network and/or system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code. Upon receipt of a complaint, or having become aware of an incident, Viconet reserves the right to:- (a) inform the Candidate's network administrator of the incident and require the network administrator or network owner to deal with the incident according to this AUP; (2) in the case of individual Candidates suspend the Candidate's account and withdraw the Candidate's network access privileges completely; (3) charge the offending parties for administrative costs as well as for machine and human time lost due to the incident; (4) in severe cases suspend access of the Candidate's entire network until abuse can be prevented by appropriate means; (5) take such action as may be necessary to protect the integrity of the system, including, but not being limited to, system monitoring, as well as protocol management and shutting down of ports affected by viruses, worms or other malicious code; and (6) share information concerning the incident with other Internet access providers, or publish the information, and/or make available the Candidates' details to law enforcement agencies.

#### **17.10. Laws and Legislation**

17.10.1. Viconet Platforms may be used only for lawful purposes. Candidates may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the Candidate reside outside of South Africa, the laws of the country in which the Candidate resides shall apply.





- 17.10.2. Transmission, distribution, or storage of any material on or through Viconet Platforms in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- 17.10.3. The Candidate undertakes to use Viconet Platforms in accordance with any restrictions imposed under the following legislation:
- a) Electronic Communications and Transactions, 2002 (Act No. 25 of 2002), as amended
  - b) Electronic Communications, 2005 (Act No. 36 of 2005), as amended
- 17.10.4. All cases of violation of the above AUP should be reported to [info@viconet.co.za](mailto:info@viconet.co.za) - AUP Enforcement and Notice.
- 17.10.5. The Candidate's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in Viconet taking actions, which may either be a warning, a suspension or termination of Candidate's access to and use of the Platforms. When reasonably possible, Viconet may provide the Candidate with a notice of an AUP violation allowing the Candidate to promptly correct such violation.
- 17.10.6. If Platforms are used in a way that we, in our reasonable discretion, believe violates this AUP or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of social posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or Your account.



17.10.7. Should You engage in any one or more of the above activities, which shall be determined in Viconet 's reasonable discretion and which decision shall be final, then Viconet shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- a) without notice, temporary or permanent limitation, restriction or suspension of Your access to the IP service concerned;
- b) terminate all agreements with You with immediate effect;
- c) bill You for any costs incurred by Viconet as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of Viconet's name or registered domain names; and
- d) disclose information relating to the offending activity as may be required under the circumstances.

17.10.8. Viconet has no obligation to monitor content of any materials distributed or accessed using the IP services. However, Viconet may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect Viconet's network and its clients or Candidates.

#### 17.11. Incident Reporting

17.11.1. Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a Viconet client or Candidate should be directed to [info@viconet.co.za](mailto:info@viconet.co.za), include details that would assist Viconet in investigating and resolving such complaint.

#### 17.12. Legal Rights



- 17.12.1. Viconet reserves the right to take any action that it may deem appropriate with respect to any activity it deems in contravention with this AUP which activity shall include without limitation: (a) investigating suspected violations of this AUP; (b) taking action to recover costs and expenses incurred in identifying offenders and/or resolving abuse; and (c) terminating the Candidates' access to and use of the Internet as well as any other service accessed via the Internet. In addition, the Viconet reserves all available rights and remedies with respect to such activities at law or in equity.
- 17.12.2. This AUP forms part of Viconet's standard terms and conditions for access and use of Viconet Platforms.

#### **17.13. Notification and Changes**

- 17.13.1. Viconet reserves the right to change, modify or adjust the terms of this AUP from time to time as it deems fit and appropriate. Any such changes, modification or adjustment shall come into effect as soon as they are published on the Website. The Candidate's continued use of the services and/or visit to our website will signify Your acceptance of any changes, modifications, and adjustment to this AUP. The updated version of the AUP will be published on our website: [www.viconet.co.za](http://www.viconet.co.za). The Candidate is therefore advised to re-read this AUP on a regular basis.

### **18. PERSONAL INFORMATION**

- 18.1. By registering to the Viconet Platform You acknowledge that Your personal information will be used by Viconet in accordance with Viconet's Privacy Statement located in the Viconet Website and is processed and stored in South Africa and shall be used for marketing, sales, analysis, reporting, testing and targeting ("lawful purpose").

### **19. POPIA CONSENT**

- 19.1. By registering on the Viconet Platform, You hereby give Viconet consent to use Your personal information as set out in the [Privacy Policy](#) and confirms that:



- 19.1.1. the personal information is supplied voluntarily, without undue influence from any party and not under any duress;
- 19.1.2. the personal information which is supplied herewith is mandatory for the purposes of registration to the Viconet Platform and that without such information, Viconet will not be able to allow my registration on the Viconet Platform; and
- 19.1.3. the personal information will be used for the lawful purpose set out herein and subject to the [Privacy Policy](#).
- 19.2. I acknowledge that I am aware that I have the following rights with regard to my personal information which is hereby collected. The right to:
  - 19.2.1. access the information at any reasonable time for purposes of rectification thereof;
  - 19.2.2. object to the Processing of the Personal Information in which case this agreement will terminate in accordance with the provisions contained herein;
  - 19.2.3. lodge a complaint to the Information Regulator.
  - 19.2.4. POPIA Consent: By clicking [accept](#), You acknowledge and agree that You have read the [Privacy Statement](#) and understand the (i) purpose for use of my personal information, (ii) how my personal information will be used and processed; and (iii) rights I have pertaining to my personal and hereby give consent for same to be used by Viconet.