



WEBSITE TERMS

1. Website Terms

- 1.1. This website is made available by Virtual Collaboration Network (“Viconet”), as such, the following terminology applies to these Website Terms: – “we”, “us” or “our” refers to Viconet. 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 Website Terms may reference other associates of Viconet, these Website Terms are only between you and us and not with any of those other entities.
- 1.2. By accessing and using this Website, you agree to be bound by the terms and conditions of this Website. If you do not wish to be bound by these Website Terms, then you are not allowed to use this Website and should immediately terminate such access and/or usage.
- 1.3. You agree that your use of this Website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.

2. Use of Content and Restrictions

- 2.1. We are committed to protecting your privacy. Only authorized employees within Viconet and, on a need-to-know basis, may use any information collected from your use of this Website.
- 2.2. Unless otherwise indicated in the relevant content, and on the condition that you comply with all of your obligations under these Website Terms, you are authorized to view, copy, print, and distribute (but not modify) the content on this Website; provided that: -
 - 2.2.1. such use is for informational, non-commercial purposes only, and
 - 2.2.2. any copy of the content that you make must include the copyright notice or other attribution associated with the content.

- 2.3. You are not authorized to copy or use any software, proprietary processes, or technology embodied or described in this Website. You agree to comply with all applicable laws in accessing and using this Website.

3. Links to this Website

- 3.1. You may not create a link to any page on this Website without our prior written consent. If you do create a link to a page on this Website, you do so at your own discretion, risk and the exclusions, limitation and disclaimers set out below will apply to your use of this Website by linking to it.
- 3.2. Wherever this Website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third-party website, and reliance on all information provided by the external link is done so at your own risk.
- 3.3. Wherever third-party advertising or promotional material is displayed on this Website, this should not be construed as Viconet endorsing or creating any relationship between Viconet and that third party. Reliance on any such material is entirely at your own risk.
- 3.4. Any third party wishing to link to this Website from their website must obtain permission from Viconet, and permission may be granted on terms and conditions agreed.

4. Intellectual Property Rights

- 4.1. Unless otherwise indicated, the content on this Website is provided by us and/or our associates.
- 4.2. Copyright and other relevant intellectual property rights exist on all text relating to Viconet, its logo, services and names thereto that appear on this Website as well as the full content of this Website.
- 4.3. This Website 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 Website Terms.
- 4.4. We retain all copyright and other intellectual property rights in all documents and other works we generate and/or develop whilst providing the services

(including know-how, working materials and final documents). We hereby grant you, **at your sole discretion, decision and risk**, a non-exclusive, non-transferable right and/or license to use these documents or other works solely for the instruction to which such generation and/or development relate, and not otherwise. Where applicable, failure to pay us in full for our products and/or services in relation to any particular work, may result to the revocation of any right of use or license so granted.

4.5. We respect all third-party intellectual property rights, and as such, we require that your use of the Website remains compliant with the third-party intellectual property rights. References to any of our associates and/or other parties' trademarks on this Website are for identification purposes only, and do not indicate that such parties have approved this Website or any of its contents. These Website Terms do not grant you any right to use the trademarks of other parties.

4.6. **Except as expressly provided for in these Website 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 this Website.**

5. Disclaimers and Limitations of Liability

5.1. **THIS WEBSITE (INCLUDING WITHOUT LIMITATION ANY CONTENT OR OTHER PART THEREOF) CONTAINS GENERAL INFORMATION ONLY, AND WE ARE NOT, BY MEANS OF THIS WEBSITE, RENDERING PROFESSIONAL ADVICE OR SERVICES. BEFORE MAKING ANY DECISION OR TAKING ANY ACTION THAT MIGHT AFFECT YOUR BUSINESS, YOU SHOULD CONSULT A QUALIFIED PROFESSIONAL ADVISOR. THIS WEBSITE IS PROVIDED AS IS, AND WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING IT. WITHOUT LIMITING THE FOREGOING, WE DO NOT**

WARRANT THAT THIS WEBSITE WILL BE SECURE, ERROR-FREE, FREE FROM VIRUSES OR MALICIOUS CODE, OR WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, AND ACCURACY.

- 5.2. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USAGE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO LOSS OF SERVICE OR DATA. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, RELATING TO OR ARISING OUT OF THE USE OF THIS WEBSITE, EVEN IF WE KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.**
- 5.3. CERTAIN LINKS ON THIS WEBSITE MAY LEAD TO WEBSITES, RESOURCES OR TOOLS MAINTAINED BY THIRD PARTIES OVER WHOM WE HAVE NO CONTROL. WITHOUT LIMITING ANY OF THE FOREGOING, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING SUCH WEBSITES, RESOURCES AND TOOLS, AND LINKS TO ANY SUCH WEBSITES, RESOURCES AND TOOLS SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT OF THEM OR THEIR CONTENT BY US.**
- 5.4. VICONET, ITS OWNERS, DIRECTORS, EMPLOYEES, OFFICIALS, SUPPLIERS, AGENTS AND/OR REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE SUFFERED BY THE USER, WHICH**

ARISES DIRECTLY OR INDIRECTLY FROM RELIANCE OF THE WEBSITE AND/OR ITS CONTENT.

5.5. VICONET, ITS AGENTS OR SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT SPECIAL CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY YOU RELATED TO YOUR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE CONTENT OR THE WEBSITE OR ANY FUNCTIONALITY OF THE WEBSITE OR OF ANY LINKED WEBSITE, EVEN WHERE VICONET IS EXPRESSLY ADVISED THEREOF.

5.6. YOU WILL INDEMNIFY VICONET, ITS OWNERS, DIRECTORS, EMPLOYEES, OFFICIALS, AGENTS, SUPPLIERS OR REPRESENTATIVES, AND KEEP THEM FULLY INDEMNIFIED, FROM AND AGAINST ANY LOSS OR DAMAGE SUFFERED OR LIABILITY INCURRED IN RESPECT OF ANY THIRD PARTY, WHICH ARISES FROM YOUR USE OF THIS WEBSITE.

6. Email Disclaimer

6.1. This disclaimer is deemed to be part of the content of any e-mails in terms and enforceable and binding on the recipient / addressee in terms of sections 11(1) to 11(3) of the Electronic Communications and Transactions (“**ECT**”) Act 25 of 2001.

6.2. This e-mail transmission contains confidential information, which is the property of Viconet. No person, other than the recipient (so indicated by the sender) may use or disclose the contents of this message, links or attachments hereto, to any person whatsoever. Unauthorized disclosure and/or use may result in civil and/or criminal liability.

6.3. This email transmission contains personal information for data subjects being our clients and/or Website users which is protected by the following Acts, Consumer Protection Act, 2008 (Act No. 68 of 2008), Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and Protection of Personal Information Act, 2013 (Act No. 4 of 2013). The unauthorized access to, use and/or processing of the personal information of

our clients and/or users is not allowed and may result in civil or criminal liability.

- 6.4. The information in this e-mail or attachments thereto is intended for the attention and use of the addressee only. If you are not the intended addressee/recipient, you are hereby notified that any disclosure, copying, collection, distribution, processing or storage of the contents of this email transmission or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. If this communication is not addressed to you and has been received in error, you must: –
 - 6.4.1. notify the sender immediately and delete the e-mail; and
 - 6.4.2. refrain from copying, printing, forwarding, publishing or disclosing the contents of the e-mail.
- 6.5. Any electronic communication you receive from an employee or representative of Viconet, including any attachments, is subject to the electronic communications disclaimer as set out below.
- 6.6. **REASONABLE CARE HAS BEEN TAKEN TO TRANSMIT THIS COMMUNICATION FREE OF DAMAGING CODE, HOWEVER VICONET AND THE SENDER MAKE NO WARRANTIES IN THIS REGARD. NEITHER VICONET, NOR THE SENDER OF THE E-MAIL SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY NATURE RESULTING FROM THE TRANSMISSION OF THE E-MAIL, INCLUDING ANY DAMAGING CODES OR VIRUSES TRANSMITTED. THE VIEWS AND OPINIONS EXPRESSED IN THE E-MAIL DO NOT NECESSARILY REFLECT THE VIEWS AND OPINIONS OF VICONET. VICONET SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE RESULTING FROM ANY E-MAILS OR FAXES SENT BY ITS EMPLOYEES WHICH CONTAIN INFRINGING, OFFENSIVE, DEFAMATORY OR OTHERWISE UNLAWFUL CONTENT OR WHICH CONTENT CONSTITUTE UNSOLICITED COMMERCIAL MESSAGES (“SPAM”).**
- 6.7. Please notify us should you regard this mail as unsolicited by sending a mail to info@viconet.co.za.

6.8. Employees and representatives of Viconet may not conclude, negotiate or solicit agreements or otherwise bind Viconet via email unless expressly authorized to do so. Viconet deems a mail as sent once it reflects as 'sent' on the email server of Viconet.

7. **Applicable Law and Jurisdiction and Dispute Resolution**

7.1. These Website 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 this Website.

7.2. If any dispute arises out of or in connection with the content of this Website or the products and/or services that we render to you, 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.

8. **Communication**

8.1. We have several different e-mail addresses for different queries. These and other contact information can be found at our **Contact Us** link on our Website or via Viconet's information or stated telephone or mobile telephone numbers.

8.2. Unless otherwise directed by you, we will correspond with you by means of electronic mail. Whilst we take reasonable steps to safeguard the security and confidentiality of the information transmitted, we: –

8.2.1. do not encrypt our electronic communications; and

8.2.2. cannot guarantee its security and confidentiality.

8.2.3. Viconet is registered in South Africa and please click on our **Contact Us** for our contact information.

9. **General**

- 9.1. If any portion of these Website Terms is invalid or unenforceable for any reason (including, but not limited to the disclaimer set out above) in any jurisdiction, then:
 - 9.1.1. 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 Website Terms shall remain in full force and effect; and
 - 9.1.2. in every other jurisdiction, all these Website Terms shall remain in full force and effect.
- 9.2. Failure by Viconet to insist upon strict compliance with any of the provisions of these Website Terms or performance in this Website, 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 the obligations under this Website and/or Website Terms. No waiver of any of the provisions of this Website or Website Terms shall be effective unless it is expressly stated to be such by Viconet in writing.

10. **Notification of Changes**

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