



WEBSITE TERMS AND CONDITIONS

Praesignis (Pty) Ltd is a private company with limited liability established in accordance with the laws of the Republic of South Africa with Registration Number: Reg No: 2006/016166/07, (hereinafter referred to as “Praesignis”).

These terms and conditions are binding and enforceable against all persons that access the Praesignis website or any part thereof in terms of section 11(3) of the Electronic Communications and Transactions Act 25 of 2002 (“the ECT Act”).

If you do not agree to these terms and conditions you must leave the Praesignis website now, as further use will automatically bind you to these terms and conditions.

A copy of the ECT Act may be downloaded from
https://www.gov.za/sites/default/files/gcis_document/201409/a25-02.pdf.

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Praesignis**” means Praesignis (Company Reg No. 2006/016166/07);
- 1.2 “**Praesignis website**” means the Praesignis site located at www.praesignis.com and includes any part or element thereof;
- 1.3 “**User**” means any person who enters or uses the Praesignis website, notwithstanding the fact that such a person only visited the home page of the Praesignis website;
- 1.4 References herein to the singular includes the plural and *vice versa*; and
- 1.5 Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may



be non-operational, shall not play a role in the determination of the validity and interpretation of these terms and conditions.

2. GENERAL

2.1 Praesignis was established in 2006 and currently operates within the Republic of South Africa.

3. ALLOWED USE & LICENSE

3.1 Praesignis licenses the User to view, download and print the content of the Praesignis website, provided that such content is used for personal, educational and/or non-commercial purposes only.

3.2 Content from the Praesignis website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Praesignis.

3.3 Users may only access and use the Praesignis website for legal purposes.

3.4 The caching of the Praesignis website shall only be allowed if:

3.4.1 purpose of the caching is to make the onward transmission of the content from the Praesignis website more efficient;

3.4.2 The cached content is not modified in any manner whatsoever;

3.4.3 The cached content is updated at least every 12 (twelve) hours; and

3.4.4 The cached content is removed or updated when so required by Praesignis.



- 3.5 If any User uses content from the Praesignis website in breach of the provisions detailed herein:
- 3.5.1 Praesignis reserves the right to claim damages from the User;
 - 3.5.2 Praesignis reserves the right to institute criminal proceedings against the User; and
 - 3.5.3 Praesignis shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 3.6 Hyperlinks to the Praesignis website from any other source shall be directed at the home page of the Praesignis website. Praesignis shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Praesignis website, if such content was accessed through a hyperlink not directed at the home page of the Praesignis website. Persons that wish to link to content beyond the home page of the Praesignis website shall do so at their own risk and indemnify Praesignis against any loss, liability or damage that may result from the use of content from the Praesignis website if such content was accessed through a hyperlink not directed at the home page of the Praesignis website. Praesignis non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- 3.7 Users may quote small and reasonable amounts of content available from the Praesignis website only if such a quote is placed in inverted commas and acknowledged.
- 3.8 No person may frame the Praesignis website, in any manner whatsoever, without the prior written consent of Praesignis.
- 3.9 Apart from *bona fide* search engine operators and use of the search facility provided on the Praesignis website by Users, no person may use or attempt to use



any technology or applications (including web crawlers or web spiders) to search or copy content from the Praesignis website for any purposes, without the prior written consent of Praesignis.

- 3.10 All licenses and/or permissions granted in terms of this clause 3 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Praesignis at any time without giving reasons therefore.

4. INTELLECTUAL PROPERTY RIGHTS & DOMAIN NAME USE

4.1 All intellectual property on the Praesignis website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Praesignis and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 3, all other rights to intellectual property on the Praesignis website are expressly reserved.

4.2 Praesignis is a registered trademark and Users agree not to use the trademark as an element of a domain name or subdomain name, notwithstanding the fact that such domain name use, or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so, a User shall immediately cease to use such domain name and transfer it to Praesignis at the cost of the User.

5. SOFTWARE & EQUIPMENT

5.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Praesignis website and/or download content from this website.

6. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT



6.1 Access to the services, content, software and content downloads available from the Praesignis website is classified as “electronic transactions” in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Praesignis has the duty to disclose the following information:

6.1.1 The full name and legal status of the website owner: Praesignis (Pty) Ltd;

6.1.2 Street address: 345 Republic Road, Darrenwood, Johannesburg, Gauteng, South Africa;

6.1.3 Postal address: PO Box 5101, Cresta, Johannesburg, Gauteng, South Africa Postal code: 2118;

6.1.4 Physical address for receipt of legal service: 345 Republic Road, Darrenwood, Johannesburg, Gauteng, South Africa;

6.1.5 Main business: The main business of Praesignis is detailed at www.praesignis.com;

6.1.6 The website address of the Praesignis website is: www.praesignis.com;

6.1.7 The official e-mail address of the Praesignis website is: info@praesignis.com;

6.1.8 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

6.1.8.1 access to the Praesignis website;

6.1.8.2 the inability to access the Praesignis website;

6.1.8.3 the services and content available from the Praesignis website;
or



6.1.8.4 these terms and conditions shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final, and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>;

6.1.9 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do apply to this website; and

6.1.10 Users may lodge complaints concerning the Praesignis website with Praesignis at (telephone) 011 022 6812 or (email) info@praesignis.com.

7. CHANGES AND AMENDMENTS

7.1 Praesignis expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

7.1.1 change these terms and conditions;

7.1.2 change the content and/or services available from the Praesignis website;

7.1.3 discontinue any aspect of the Praesignis website or service(s) available from the Praesignis website; and/or

7.1.4 change the software and hardware required to access and use the Praesignis website.



8. PRIVACY

- 8.1 Praesignis obtains, uses and discloses your personal information, in accordance with the requirements of the Protection of Personal Information Act ("POPIA").
- 8.2 Praesignis is committed to protecting your privacy and ensuring that your personal information is collected and used properly, lawfully and transparently.
- 8.3 Praesignis collects and processes your personal information mainly to contact you for the purposes of understanding your requirements and delivering services accordingly. For this purpose, we will collect contact details including;
 - 8.3.1 your name and surname;
 - 8.3.2 your contact numbers;
 - 8.3.3 email address;
 - 8.3.4 IP address, and;
 - 8.3.5 non-personal browsing habits and click patterns.
- 8.4 Praesignis collects, stores and uses the abovementioned information for the following purposes:
 - 8.4.1 communicate requested information to the User; and
 - 8.4.2 to compile non-personal statistical information about browsing habits, click patterns and access to the Praesignis website.
- 8.5 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.



- 8.6 Praesignis may collect, maintain, save, compile, share and disclose any information collected from users, subject to the following provisions:
- 8.6.1 Praesignis shall not disclose personal information from Users unless the User consents thereto;
 - 8.6.2 Praesignis shall disclose information without the User's consent only through due legal process; and
 - 8.6.3 Praesignis may compile, use and share any information that does not relate to any specific individual.
- 8.7 Praesignis owns and retains all rights to the non-personal statistical information collected and compiled by Praesignis.
- 8.8 Praesignis may disclose your personal information to our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act;
- 8.8.1 When contracting with third parties, Praesignis will impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure.
 - 8.8.2 Praesignis will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.
- 8.9 Praesignis is legally obliged to provide adequate protection for the personal information we hold and to stop unauthorized access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.



8.10 If you have any queries about this notice; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact Praesignis on info@praesignis.com.

9. HYPERLINKS TO THIRD PARTY SITES

- 9.1 Praesignis may provide hyperlinks to websites not controlled by Praesignis (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 9.2 Praesignis does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

10. SECURITY

- 10.1 Praesignis shall take all reasonable steps to secure the content of the Praesignis website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Praesignis does not make any warranties or representations that content shall be 100% safe and secure;
- 10.2 Praesignis is under no legal duty to encrypt any content or communications from and to the Praesignis website and is also under no legal duty to provide digital authentication of any page on the Praesignis website;
- 10.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Praesignis website or the server and computer network that support the Praesignis website. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Praesignis website, whether on purpose or negligently, shall, without any limitation,



indemnify and hold Praesignis harmless against any and all liability, damages and losses Praesignis and its partners/affiliates may suffer as a result of such damaging code;

10.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Praesignis website and Praesignis reserves the right to claim damages from any and all persons concerned with a security failure or breach; and

10.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Praesignis and its partners/affiliates. The ECT Act may be downloaded from:

https://www.gov.za/sites/default/files/gcis_document/201409/a25-02.pdf .

11. DISCLAIMER & LIMITATION OF LIABILITY

11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Praesignis (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

11.1.1 access to the Praesignis website;

11.1.2 access to websites linked to the Praesignis website;

11.1.3 inability to access the Praesignis website;

11.1.4 inability to access websites linked to the Praesignis website;

11.1.5 content available on the Praesignis website;



- 11.1.6 services available from the Praesignis website;
 - 11.1.7 downloads and use of content from the Praesignis website;
 - 11.1.8 any other reason not directly related to Praesignis gross negligence.
- 11.2 The Praesignis website is supplied on an “as is” basis and has not been compiled to meet the User’s individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Praesignis, that the content available from and through the Praesignis website meet the User’s individual requirements and is compatible with the User’s computer hardware and/or software.
- 11.3 Information, ideas and opinions expressed on the Praesignis website should not be regarded as professional advice or the official opinion of Praesignis and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Praesignis website.
- 11.4 Praesignis does not make any warranties or representation that content and services available from the Praesignis website will in all cases be true, correct or free from any errors. Praesignis shall take all reasonable steps to ensure the quality and accuracy of content available from the Praesignis website.
- 11.5 Praesignis does not make any warranties or representations that the Praesignis website shall be available at all times. Users acknowledge that the Praesignis website may be unavailable due to updates or other causes beyond the reasonable control of Praesignis, including, but not limited to virus infection, unauthorised access, power failure or other “acts of God”.

12. REMOVAL & CORRECTION OF CONTENT



12.1 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Praesignis website to Praesignis via email on info@praesignis.com and Praesignis undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

13. INTERCEPTION OF COMMUNICATION

13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Praesignis' right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Praesignis website, its staff and employees.

14. ENTIRE AGREEMENT & SEVERABILITY

14.1 Subject to the provisions of the Content Use License, these terms and conditions constitute the entire agreement between Praesignis and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Praesignis from the User.

14.2 Any failure by Praesignis to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

15.1 The User and Praesignis agree that:



- 15.1.1 the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Praesignis website for the first time or immediately after the User indicated consent as required in Content Use Agreement;
- 15.1.2 data messages (as defined in the ECT Act) addressed by the User to Praesignis shall only be deemed to have been received if and when responded to;
- 15.1.3 data messages (as defined in the ECT Act) addressed to the User by Praesignis shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 15.1.4 data messages (as defined in the ECT Act) addressed by the User to Praesignis shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 15.1.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Praesignis; and
- 15.1.6 the User agrees and warrants that data messages that are sent to Praesignis from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

16. APPLICABLE & GOVERNING LAW

- 16.1 The Praesignis website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Praesignis website, its content, services and these terms and conditions.

17. LEGAL COSTS



præsignis

345 Republic Road, Darrenwood, 2194 | PO Box 5101, Cresta, 2118 | Tel: +27 11 022 6812 | Email: info@praesignis.com | Web: www.praesignis.com

17.1 Præsignis shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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