

TERMS & CONDITIONS

IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002, THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE INQUBEKO NETWORK, OR ANY PART THEREOF. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE INQUBEKO NETWORK IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "INQUBEKO" means QHUBEKA PROCUREMENT SERVICES (PTY) LTD, its employees and agents; including any service provider and/or host of the INQUBEKO Network;
- b) "INQUBEKO Network" means the Website located at www.inqubeko.com/access and includes any part or element thereof, and specifically includes the online registration, which use is offered under license by the terms of this agreement;
- c) "User" means any person who enters or uses the INQUBEKO Network, notwithstanding the fact that such a person only visited the home page of the INQUBEKO Network;
- d) References herein to the singular include the plural and vice versa; and
- e) 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 determination of the validity and interpretation of these terms and conditions.

1. GENERAL

INQUBEKO and its agents/service providers provide under license the technology and infrastructure, services and solutions used in the INQUBEKO Network.

2. ALLOWED USE AND LICENSE

- 2.1. INQUBEKO licenses the User to view, download and print the content of the INQUBEKO Network, provided that such content is used for personal, educational and/or non-commercial purposes only.
- 2.2. Content from the INQUBEKO Network shall not be used or exploited by Users for any commercial and non-private purposes in the absence of prior written consent from INQUBEKO.
- 2.3. Users may only access and use the INQUBEKO Network for lawful purposes.
- 2.4. The caching of the INQUBEKO Network shall only be allowed if:
 - 2.4.1. The purpose of the caching is to make the onward transmission of the content from the INQUBEKO Network more efficient;
 - 2.4.2. The cached content is not modified in any manner whatsoever;
 - 2.4.3. The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4. The cached content is removed or updated when so required by INQUBEKO.
- 2.5. If any User uses content from the INQUBEKO Network in breach of the provisions detailed herein:
 - 2.5.1. INQUBEKO reserves the right to claim damages from the User;
 - 2.5.2. INQUBEKO reserves the right to institute criminal proceedings against the User; and

- 2.5.3. INQUBEKO 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.
- 2.6. Hyperlinks to the INQUBEKO Network from any other source shall be directed at the home page of the INQUBEKO Network. INQUBEKO shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the INQUBEKO Network, if such content was accessed through a hyperlink not directed at the home page of the INQUBEKO Network. Persons that wish to link to content beyond the home page of the INQUBEKO Network shall do so at their own risk and indemnify INQUBEKO against any loss, liability or damage that may result from the use of content from the INQUBEKO Network, if such content was accessed through a hyperlink not directed at the home page of the INQUBEKO Network.
- 2.7. No person may frame the INQUBEKO Network, in any manner whatsoever, without the prior written consent of INQUBEKO.
- 2.8. Apart from bona-fide search engine operators and use of the search facility provided on the INQUBEKO Network 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 INQUBEKO Network for any purposes, without the prior written consent of INQUBEKO.
- 2.9. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled INQUBEKO at any time without giving reasons therefore.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the INQUBEKO Network, 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 INQUBEKO its agents and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the INQUBEKO Network are expressly reserved.

4. SOFTWARE AND EQUIPMENT

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 INQUBEKO Network and/or download content from this website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the INQUBEKO Network 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 INQUBEKO has the duty to disclose the following information:

- 5.1. The full name and legal status of the website owner: QHUBEKA PROCUREMENT SERVICES (PTY) LTD;
- 5.2. VAT registration number: 4800213409
- 5.3. The website address of the INQUBEKO Network website is: www.inqubeko.com/access;
- 5.4. Membership of self-regulatory or accreditation bodies: Not Applicable
- 5.5. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - 5.5.1. access to the INQUBEKO Network;
 - 5.5.2. the inability to access the INQUBEKO Network;
 - 5.5.3. the services and content available from the INQUBEKO Network ; or

- 5.5.4. 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 Pretoria 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.
- 5.6. The costs associated with the access, registration and use of the INQUBEKO Network, including the INQUBEKO Toolkit and self-assessment calculator, but specifically excluding any pay transactions optionally entered into by the User: Free;
- 5.7. 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 not apply to this web site; and
- 5.8. Users may lodge complaints concerning the INQUBEKO Network at support@supplierbee.co.za. Users hereby assign the copyright in such complaints to INQUBEKO and understand that INQUBEKO may use, disclose and publish such complaints and is furthermore under no legal duty to answer, address or resolve such complaints.

6. CHANGES AND AMENDMENTS

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

- 6.1. change these terms and conditions;
- 6.2. change the content and/or services available from the INQUBEKO Network;
- 6.3. discontinue any aspect of the INQUBEKO Network service(s) available from the INQUBEKO Network; and/or
- 6.4. change the software and hardware required to access and use the INQUBEKO Network.

7. PRIVACY AND DATA PROTECTION

- 7.1. Users acknowledge that the purpose of registering on the INQUBEKO Network is in order for the User to promote their enterprise, and/or goods and services, and/or enterprise compliance including B-BBEE and regulatory compliance. Information registered onto the INQUBEKO Network will be made available to assist other Network Users and the public to identify the User Enterprise. The User acknowledges that all information provided onto the INQUBEKO Network will be accessible to other Network Users and the public and consent thereto.
- 7.2. Save for the purposes set out herein, INQUBEKO shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).
- 7.3. INQUBEKO may electronically collect, store and use, amongst other, the following personal information of Users:
 - 7.3.1. name and surname;
 - 7.3.2. contact details;
 - 7.3.3. non-personal browsing habits and click patterns;
 - 7.3.4. e-mail address; and
 - 7.3.5. IP address.
- 7.4. INQUBEKO collects, stores and uses the abovementioned information for the following purposes:
 - 7.4.1. communicate requested information to the User;
 - 7.4.2. communicate functionality, and/or benefits, and/or products and services available to the User by virtue of being a Network registrant.
 - 7.4.3. market the User enterprise to other Users of the Network; and

- 7.4.4. to compile non-personal statistical information about browsing habits, click-patterns, access to the INQUBEKO Network.
- 7.5. All information is provided voluntarily by the User.
- 7.6. The User consents thereto that INQUBEKO may collect, maintain, save, compile, share, and disclose any information collected from Users, subject to the following provisions:
 - 7.6.1. INQUBEKO shall not disclose personal information from Users for any purposes other than that set out herein.
 - 7.6.2. INQUBEKO shall disclose information without the User's consent for other purposes only through due legal process; and
 - 7.6.3. INQUBEKO may compile, use and share any information that does not relate to any specific individual; and
 - 7.6.4. INQUBEKO owns and retains all rights to non-personal statistical information collected and compiled by INQUBEKO.
- 7.7. Further to the above, INQUBEKO complies with all Data use and Data protection requirements as may be applicable to the Products and/or Services provided under this Agreement and as are dictated by any applicable legislative requirements as they may apply to INQUBEKO.
- 7.8. INQUBEKO will not use the Users Data other than as authorised pursuant to this Agreement or otherwise by the User in writing, including:
 - 7.8.1. using the Data other than in connection with the provision of the Products or performance of the Services;
 - 7.8.2. disclosing, selling, assigning, leasing or commercially exploiting the Data; or
 - 7.8.3. otherwise providing the Data to Third Parties.
- 7.9. In this clause, the following terms have the meanings given to them in the Protection of Personal Information Act, 4 of 2013:
 - 7.9.1. operator;
 - 7.9.2. personal information; and
 - 7.9.3. processing.
- 7.10. Without prejudice to the obligations set out in this clause, the Parties acknowledge and agree that each Party will remain solely responsible for complying with their respective obligations under applicable privacy and

protection of personal information laws governing the Data. Neither Party will be responsible for investigating the steps that the other Party is taking to comply with such laws.

7.11. INQUBEKO shall at all time ensure that it:

- 7.11.1. complies with all applicable data protection and privacy laws;
- 7.11.2. not access, use or process Data except to the extent reasonably necessary in performance of its obligations under this Agreement;
- 7.11.3. implement applicable technical and security measures to preserve the integrity of the Data;

7.12. On the Users written request, INQUBEKO will provide the User with the information that it has regarding the Data in its possession, including information regarding the processing methodologies used in respect of the same.

7.13. INQUBEKO shall ensure that its Affiliates and subcontractors agree in writing to comply with obligations in relation to the processing of data.

7.14. INQUBEKO shall not transfer Data across a country border for any reason, without prior written consent.

7.15. INQUBEKO in the performance of the Services and its rights and obligations under this Agreement, will secure the integrity and confidentiality of any personal information, by taking appropriate, reasonable technical and organisational measures to prevent:

- 7.15.1. loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 7.15.2. establish and maintain appropriate safeguards against the risks identified;
- 7.15.3. regularly verify that the safeguards are effectively implemented; and
- 7.15.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

7.16. INQUBEKO will notify the User immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person.

8. HYPERLINKS TO THIRD PARTY SITES

- 8.1. INQUBEKO may provide hyperlinks to websites not controlled by INQUBEKO (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites.
- 8.2. INQUBEKO 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.

9. SECURITY

- 9.1. INQUBEKO and its agents have taken all reasonable steps to secure the content of the INQUBEKO Network and database and the information provided by and collected from Users from unauthorised access and/or disclosure. However, INQUBEKO does not make any warranties or representations that content shall be 100% safe and secure.
- 9.2. Although INQUBEKO encrypt and digitally authenticate access to certain parts of the INQUBEKO Network and, INQUBEKO is under no legal duty to encrypt any content or communications from and to the INQUBEKO Network and is also under no legal duty to provide digital authentication of any page on the INQUBEKO Network.
- 9.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the INQUBEKO Network or the server and computer network that support the INQUBEKO Network.

- 9.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the INQUBEKO Network, whether on purpose or negligently, shall, without any limitation, indemnify and hold INQUBEKO harmless against any and all liability, damages and losses INQUBEKO and its agents may suffer as a result of such damaging code.
- 9.5. Users may not develop, distribute or use any device to breach or overcome the security measures of the INQUBEKO Network and INQUBEKO reserves the right to claim damages any and all persons concerned with a security failure or breach.
- 9.6. 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 INQUBEKO and its agents.

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, INQUBEKO (including its employees, suppliers, Internet service providers, partners, affiliates and agents and subcontractors covered by principle contract with INQUBEKO) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - 10.1.1. access to the INQUBEKO Network;
 - 10.1.2. access to websites linked to the INQUBEKO Network;
 - 10.1.3. inability to access the INQUBEKO Network;
 - 10.1.4. inability to access websites linked to the INQUBEKO Network;
 - 10.1.5. content available on the INQUBEKO Network;
 - 10.1.6. services available from the INQUBEKO Network;
 - 10.1.7. downloads and use of content from the INQUBEKO Network; or
 - 10.1.8. any other reason not directly related to INQUBEKO, or its agents', gross negligence.
- 10.2. The INQUBEKO Network 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 INQUBEKO, that the content available from and through the INQUBEKO Network meets the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 10.3. Information, ideas and opinions expressed on the INQUBEKO Network should not be regarded as professional advice or the official opinion of INQUBEKO and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the INQUBEKO Network.
- 10.4. INQUBEKO does not make any warranties or representations that content and services available from the INQUBEKO Network will in all cases be true, correct or free from any errors. INQUBEKO shall take all reasonable steps to ensure the quality and accuracy of content available from INQUBEKO Network and encourages Users to report incorrect and untrue information subject to the right of INQUBEKO to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website.
- 10.5. INQUBEKO does not make any warranties or representations that the INQUBEKO Network shall be available at all times. Users acknowledge that the INQUBEKO Network may be unavailable due to updates or other causes beyond the reasonable control of INQUBEKO, including, but not limited to virus infection, unauthorized access, power failure or other "acts of God."

11. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the INQUBEKO Network to INQUBEKO and INQUBEKO 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.

12. INTERCEPTION OF COMMUNICATIONS

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

12.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

13. ENTIRE AGREEMENT AND SEVERABILITY

13.1. These terms and conditions constitute the entire agreement between INQUBEKO and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by INQUBEKO from the User;

13.2. Any failure INQUBEKO to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

13.3. 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.

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

The User and INQUBEKO agree that:

14.1. The User shall be bound to these terms and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the INQUBEKO Network for the first time;

14.2. Data messages (as defined in the ECT Act) addressed by the User to INQUBEKO shall only be deemed to have been received if and when responded to;

14.3. Data messages (as defined in the ECT Act) addressed to the User by INQUBEKO shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

14.4. Data messages (as defined in the ECT Act) addressed by the User to INQUBEKO shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

14.5. Electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and INQUBEKO; and

14.6. The User agrees and warrants that data messages that are sent to INQUBEKO 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.

15. APPLICABLE AND GOVERNING LAW

The INQUBEKO Network 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 INQUBEKO Network, its content, services and these terms and conditions.

16. LEGAL COSTS

INQUBEKO, its agents and suppliers, shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

17. REFUNDS POLICY

In instances where levies or fees are charged to the User, such fees will only be refunded in the event of a material breach in service outcomes and where there is failure to remedy such breach within 14 days of having received written notice of breach. In such cases, INQUBEKO may refund the User within a period of 30 days.