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GEZE SOUTH AFRICA WEBSITE & EZE BIM TERMS AND CONDITIONS AND PRIVACY POLICY

1. **Introduction and General Rules of Use**

- 1.1 This website is owned and operated by Geze South Africa (Proprietary) Limited (hereinafter referred to as "Geze", "we", "us" or "our"), a private company registered in the Republic of South Africa under company registration number 2009/017106/07.
- 1.2 Please read the terms and conditions contained herein carefully. Any user should refrain from using, or continuing to use this website unless he/she fully understands these terms and conditions and considers themselves bound to the provisions contained herein.
- 1.3 Your use of and access to this website are subject to all of the terms and conditions as set out hereunder.
- 1.4 These terms and conditions are enforceable and binding upon the user, as read under the applicable provisions of the Electronic Communications and Transactions Act No. 25 of 2002.
- 1.5 These terms and conditions of use may be altered from time to time without any prior notice to the user. All users have the responsibility of checking them from time to time, as the users use of this website are subject to the terms and conditions applicable on the date of use. The current terms and conditions are applicable as at October 2017.

2. **Intellectual Property Rights**

- 2.1 The entire content of this website (including all information, logos and other graphics) is protected by the Copyright Act No. 98 of 1978, the Trade Marks Act No. 194 of 1993, as well as all applicable national and international copyright and trademark legislation. In particular, Geze is the lawful owner of the copyright in and to the content of the website and of the trademarks contained herein.
- 2.2 You are only permitted to view, print or store electronically a copy of any information on our website solely for your personal, lawful, non-commercial use.
- 2.3 Any unauthorised use, reproduction, modification and/or distribution of any of the material contained in this website are strictly prohibited and constitute an unlawful infringement of Geze's rights, including but not limited to its intellectual property rights.
- 2.4 You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on this website without the explicit written consent from Geze.
- 2.5 All rights not expressly specified in these terms and conditions are strictly reserved.

3. **Accuracy, Completeness and Timeliness of Information**

- 3.1 All reasonable steps are taken to ensure that all published information on our website is accurate and up-to-date. We do not, however, warrant that the content or information displayed is always accurate, correct, complete and/or current.
- 3.2 It shall be the user's sole responsibility to determine the accuracy of any of the content contained herein.

4. **Links to other Websites**

4.1 Any links on the Geze website may take you outside the Geze network and Geze accepts no responsibility for the content, accuracy or completeness of any third party websites.

4.2 Any links will be provided for bona fide purposes and Geze cannot be held responsible for any subsequent change in other websites to which we provide a link. The inclusion of any link to other websites does not imply that Geze accepts or endorses any of the content displayed in such websites.

4.3 Geze makes no representations, or warranties, in respect of any endeavour by it to review the content of websites to which it provides links or anywhere else in the service, or any of the materials. As such, Geze accepts no responsibility whatsoever for the accuracy, copyright compliance, legality or appropriateness of any information, material or other content contained in the website, nor warrants nor endorses any advertising of third parties carried on the website nor through the provision of links to that carried on other websites.

5. **Advertising and Sponsorship**

5.1 Advertising and other promotional material of third parties may appear on our website from time to time. We do not necessarily endorse such third party/ies or any of such third party/ies products and/or the services which are offered.

5.2 Any advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on our website complies with all relevant laws and applicable regulations.

5.3 We will not be responsible for any error or inaccuracy in advertising and sponsorship material. Your reliance on any information contained in such material is entirely at your own risk.

5.4 We undertake to comply with the direct marketing provisions of the Consumer Protection Act No 68 of 2008 (“CPA”) and the CPA regulations, including the provisions relating to the direct marketing, as provided for under the provisions of the CPA.

6. **Warranties and Disclaimers**

6.1 Geze does not warrant that any technical aspects of the website or any Geze material will be free from error or that this website, Geze material or the server that makes it available are free of viruses or other harmful components.

6.2 Your use of this website is therefore exclusively at your sole risk.

6.3 Accordingly, we make no representations or warranties of any kind, whether express or implied.

7. **Liability and Indemnity**

7.1 We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever cause arising from the access or use of this website, or any Geze website.

7.2 You hereby indemnify Geze and its partners, affiliates, employees, agents, representatives and third party service providers, and hereby defend and hold each of them harmless from any and all claims and liabilities (including legal costs on an attorney-client scale) which may arise from your submissions, from your unauthorised use of material obtained through the website, or from your breach of this Agreement, or from any such acts through your use of the website.

8. **Prohibited Activity**

- 8.1 You are prohibited from doing any act that Geze in its sole and reasonable discretion may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this website, including but not limited to:
- 8.1.1 Any act that would constitute a breach of these terms and conditions or any applicable law or regulation in force at the time in question;
- 8.1.2 Using this website to defame Geze, its employees or other individuals or acting in such a way that brings into disrepute the good reputation of Geze;
- 8.1.3 Uploading any material that may contain viruses that may cause damage to the property of Geze, or the property of any other third party.

9. **Privacy Policy**

- 9.1 The terms referred to in this privacy policy shall have similar meanings as contained in the Promotion of Access to Information Act 2 of 2000 and the Protection of Personal Information Act 4 of 2013 ('POPI').
- 9.2 Any personal information or material sent to the Geze website shall be subject to this privacy policy. Geze will at all times deal with personal information in accordance with the requirements of the POPI.
- 9.3 Personal Information which is submitted electronically by the user may be stored and used by Geze for only legitimate, lawful purposes. If you are not in agreement that your Personal Information may be processed and/or collected and/or stored and/or used, then do not access and/or make use of this website.

- 9.4 Personal Information may be collected upon registration on this website (if applicable) and upon the entering of any competitions, whether entered online or otherwise. All competitions will contain separate terms and conditions, which will be published on this website from time to time. It shall be the responsibility of the user to ensure that they read and fully understand the separate terms and conditions of any competition.
- 9.5 Personal Information enables us to constantly improve our services to the public, and assists Geze in detecting and preventing any unlawful or fraudulent activity.
- 9.6 It is your responsibility to update the Personal Information provided by you to Geze, in the event that same has changed or needs to be updated. Geze cannot be held responsible for any obsolete and inaccurate. Personal Information which you have provided. In the event, that your Personal Information requires updating, please contact Geze on *info@gezesa.co.za*.
- 9.7 Your privacy and the security of information you provide shall be of the utmost importance to us. Unless obliged to do so in terms of the law, we will not release, rent or sell personal information to any third parties, without your consent.
- 9.8 We treat all your information provided to us as strictly confidential and keep your registration details and any personal information you upload to us on secure servers. We will comply fully with all applicable South African Data Protection and consumer legislation in place, including those provisions contained in the CPA.
- 9.9 Geze will only use your personal information for the purposes set out herein.
- 9.10 If you no longer wish for Geze to process your personal information for the purposes identified above, you are entitled to withdraw your consent by reasonable notice.

- 9.11 Any personal information collected by Geze will not be retained for longer than is necessary for the purpose for which it was collected. In the premises that your personal information is no longer being used for any of the purposes set out herein, Geze will take reasonable measures to secure the deletion/disposal thereof.
- 9.12 In the event that we wish to use your personal information for any other purpose other than the purposes provided for herein above, we will approach you in order to gain this consent. If your consent is not obtained, we will not use your information for any other purpose that defined herein.
- 9.13 Geze is obliged, upon request, to inform you if Geze holds personal information about you. Geze will, within reason, allow you access to the personal information it holds about you. If you wish to find out if Geze processes your personal information, please contact Geze on *info@gezesa.co.za*.

10. **Newsletter Subscriptions**

- 10.1 By submitting your personal details on any Geze newsletter subscription form you accept that you are giving permission to Geze to add your details to the Geze contact database. You are thereby giving Geze permission to contact you from time to time with relevant Geze content, which may contain marketing and promotional material.
- 10.2 By completing the subscription process you consent to the fact that you have opted in to the Geze database.
- 10.3 Geze will at all times deal with the database in accordance with the requirements of the POPI. Geze confirms that your details will not be traded or exchanged at any time.

10.4 Geze will only use your details for communication from Geze only, and Geze will take reasonable measures to keep your information secure and protected from unauthorised access, loss, misuse or wrongful alteration. In the unlikely event that the security of your information is compromised, Geze will notify you of such.

10.5 You may opt out of the Geze database at any time. All emails / correspondence sent from Geze will include an opt-out link in the footer of the mail in compliance with POPI requirements.

11. **Applicable Law and Jurisdiction**

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you may, to the extent permitted by law and in the sole discretion of Geze, referred to arbitration at any venue or town in South Africa, and to be determined by applying the rules of the Arbitration Foundation of South Africa.
