

TERMS AND CONDITIONS OF USE

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the Smart Axess (“Provider”) website located at the domain name <http://www.smartaxess.co.za> (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute any Content obtained at the Website.

UPDATING OF THESE TERMS AND CONDITIONS: Provider reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User’s obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

SUPPLIER OF GOODS AND/OR SERVICES DETAILS: In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“ECTA”), Act No 25 of 2005, the supplier of goods and/or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

- (a) Supplier is comprised of two entities:
 - (1) Smart Axess Solutions CC, (hereinafter referred to as “Supplier”), a Close Corporation duly registered and existing under the laws of South Africa with registration number: 1997/047894/23, VAT registration number 4890219035, with its physical address at 96 Fourth Street, Parkmore, Sandton 2196, Tel (086) 100 1298. Supplier’s place of registration is 96 Fourth Street, Parkmore, Sandton and Supplier will accept legal service at such address. Supplier’s members are:

Alexander Russell and John Reginald Lamont. The main business of Supplier is I.T.

(II) Smart Axxess Solutions Africa (Pty) Ltd, (hereinafter referred to as “Supplier”), a Close Corporation duly registered and existing under the laws of South Africa with registration number: 2009/003427/0, VAT registration number 4790253126, with its physical address at 96 Fourth Street, Parkmore, Sandton 2196, Tel (086) 100 1298. Supplier’s place of registration is 96 Fourth Street, Parkmore, Sandton and Supplier will accept legal service at such address. Supplier’s directors are: Tumelo Joseph More and Alexander Russell. The main business of Supplier is I.T.

(b) Supplier’s website is <http://www.smartaxess.co.za> and its email address is info@smartaxess.co.za;

(c) Goods and/or Services: As shown in our Company Profile.

(d) Complaints and disputes: Supplier offers Users to file complaints via the “Contact us” service of the website. Currently Supplier does not subscribe to any alternative dispute resolution code or mechanism.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS: Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third party owners of such rights (“the Owners”), and the Content protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and

Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

LIMITED LICENSE TO GENERAL USERS:

- Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider.
- The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.
- The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider.
- Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.
- Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- Any unauthorised use terminates this license.

LIMITED LICENSE TO REGISTERED USERS:

- Provider allows and processes the registration of certain corporate users (“the Registered User”) at the Website. If you believe that you are entitled to registration, please contact (insert contact details).

- Subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download and otherwise copy the current and future Content for the purposes agreed to by the Registered User and Provider in their respective agreements.
- This Website and the Content may only be reproduced, duplicated, copied, resold, visited or otherwise exploited for the specific purposes set out in that agreement.
- The license does not allow the Registered User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.
- The Registered User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider.
- Provider and the Owners, their affiliates or subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- Any unauthorised use terminates this license.

LIMITATION OF LIABILITY: Subject to ss 43(5) and 43 (6) of ECTA, if applicable, and to the extent permitted by law, the Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors and Provider, Owners, suppliers, employees, directors partners, affiliates and agents shall not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link. Neither Provider nor any holding company, affiliate or subsidiary of Provider or Owners, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the

Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

PRIVACY, ACCESS TO AND USE OF INFORMATION: Provider receives various types of information (“the Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in s1 of ECTA (hereinafter referred to “Personal Information”). Provider may electronically collect, store and use Personal Information, Provider voluntarily subscribes to s 51 of ECTA and endeavours to treat Personal Information received by Provider accordingly. Whenever User is of the opinion that Provider fails to comply with s 51 of ECTA, User shall contact Provider by sending an email to info@smartaxess.co.za . Provider will review User’s representations made by email and, if within Provider’s sole and absolute discretion advisable, take corrective action and in any event within [number] of days respond to User informing about corrective actions taken, if any. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners and/or Provider through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

PRIVACY: CASUAL SURFING: The User may visit the Website without providing any personal information. The User accordingly hereby grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation

PRIVACY: UNSOLICITED INFORMATION: If the User posts unsolicited content or other information (“the Information”) to the Website, and unless otherwise indicated, then the User grants to the Owners a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts; that the Information is accurate; that by the supply of the Information to Provider, the User does not violate this Policy and does not infringe the rights of any person or entity; and that the User indemnifies the Owners for all claims resulting from the receipt by Provider of the Information the User supplies to it. Provider reserves the right but not the obligation to monitor and edit or remove any Information, where posted to public pages. Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

PRIVACY: SOLICITED INFORMATION THE USER GIVES TO

PROVIDER: Provider requires certain Personal Information necessary to process transactions if the User requires any of Provider’s products or services. Provider receives and stores all Information, including Personal Information which the User enters on the Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Provider. Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User hereby and when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media for any purpose whatsoever, including without limitation [insert purposes, eg transact with user, registration of user etc]. The User’s Information that is required by affiliates and subsidiaries to give effect to transactions that the User chooses to enter into is shared with those entities.

PRIVACY: PROMOTIONAL INFORMATION: Provider aspires to provide first-class service to its customers, which necessitates Provider providing information to the User regarding new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to info@smartaxess.co.za

PRIVACY: BUSINESS TRANSFERS: Provider may enter into business arrangements whereby its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

PRIVACY: LAWFUL PURPOSES: When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

PRIVACY: SURVEYS AND STATISTICAL PROFILES: Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to facilitate the updating of service standards. When it conducts a survey, Provider will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys. Notwithstanding the foregoing, Provider may chose to use Personal Information to compile profiles for statistical purposes and may chose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

PRIVACY: STORAGE: Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete.

PRIVACY: INTERCEPTION: Subject to the Regulation of Interception of Communications Act (“RIC”), Act no 70 of 2002, User agrees that Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Provider, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in “writing” as defined.

ACCESS TO INFORMATION MANUAL: this Manual can be obtained at:

www.smartaxess.co.za/paiamannual

CHOICE OF LAW: This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa. The Providers make no representation that the Content is appropriate or available for use in the locations or countries. Access to the Website from territories or countries where the Content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the South Gauteng High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

CONTACT DETAILS: In the event that you need to contact Provider for purposes related to these Terms and Conditions, please use the following:

Telephone: (011) 783-7569

Fax: (086) 602-2389

Email: info@smartaxess.co.za

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This Website was most recently updated on the 07th of June 2010.