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Information is provided in good faith and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or information, products, services, or related graphics and imagery contained thereon for any purpose. CCI makes no commitment and disclaims any duty to update or correct or to provide notice as to any error or omission in any information contained on the Website. Any reliance placed on the information contained therein is therefore strictly at the Visitor’s own risk.

CCI will not be liable towards any party for any loss or damage, including without limitation, direct indirect, special or consequential loss or damage, or any loss or damage whatsoever arising from loss of data, profits, business interruption or loss of programs arising out of, or in connection with, or suffered as a result of any use of the Website, or on any other hyper linked website, even if CCI is expressly advised of or should reasonable have been aware of the possibility of such loss or damages.

In order to increase our service offering to users, we may provide and you may be able to link to other websites or resources from CCI’s Website. We wish to advise that we have no control over the nature, content or availability of such third party websites and the inclusion of any such link do not imply a recommendation or endorsement of such website or its content. Without limitation, CCI will not be responsible for the availability of such external websites, and do not endorse and are not responsible or liable, directly or indirectly, even if CCI’s logo is displayed, for the content or privacy practices of such websites.

CCI will not be liable for any damage, loss or offence caused or alleged to be caused by, or in connection with the use of such external websites or resources, and any reliance on the content, goods or services available thereon.

CCI takes every effort to keep this Website up and running smoothly. However, CCI takes no responsibility for and will not be liable for the Website being temporarily unavailable or any inability to

access or use this Website or any part thereof, due to technical issues or for any other reason. Access to the Website may be suspended temporarily or permanently without notice.

Please note that, subject to the Privacy Policy , any information or material sent to CCI will be deemed NOT to be confidential. By sending CCI any information or material, you grant CCI an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that CCI is free to use any ideas, concepts, know-how or techniques that you send us for any purpose.

By visiting the CCI Website, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to CCI, you agree to be bound by CCI's Terms and Conditions, including this Disclaimer. If you do not wish to be bound by these Terms and Conditions, you should leave the Website immediately and refrain from any further use thereof. In addition, you may not access, display, use, download and / or otherwise copy or distribute the content obtained from or contained in the Website.

By accessing the Website, you understand, agree and acknowledge that you are bound by this Disclaimer and the Terms and Conditions and that a legally binding agreement in respect thereof has come into place. Your use of the CCI Website will be conclusive acceptance of this agreement.

The information and content of this Website and these Terms and Conditions will be exclusively governed by and construed in accordance with the laws of South Africa and is subject to any applicable law, statute and regulation. Any dispute will be subject to the jurisdiction of any competent South African court, save that CCI will have the right, at its sole discretion, to commence and pursue proceedings in an alternative jurisdiction.

Unauthorized use of the Website and / or the materials contained on this site is strictly prohibited and may violate applicable copyright, trademark or other intellectual property laws or other laws.

The exclusions and limitations of liability for damage or loss set out herein apply only to the extent permitted by law. None of the Visitor's statutory rights are affected.

Terms and Conditions

1. INTRODUCTION

- 1.1. These Terms and Conditions ("T&C's") governs the general terms of the relationship between CCI Technology Solutions (Pty) Ltd ("**CCI**") and the Visitor and the use of CCI's Website, including any other marketing material of CCI.
- 1.2. Your access to and use of this Website is conditional upon your acceptance of and compliance with these T&C's and any notices and disclaimers contained on this page or elsewhere on the Website, or as may be communicated from time to time and as is referred to hereinafter.
- 1.3. By visiting and using this Website, each Visitor accepts and agrees to these T&C's. If you do not agree to these T&C's, you must leave the Website immediately, as further use will bind you to these T&C's.
- 1.4. CCI reserves the rights to revise, amend, modify, update, add to or remove from portions of or the whole of the T&C's, from time to time. Changes to the T&C's will become effective upon such changes being posted to this Website. It is your obligation to periodically check the T&C's for any such changes or updates. Your continued use of the Website following the posting of any change or update will be considered notice of your acceptance to abide by and be bound to the T&C's, as amended or changed.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

For purposes of the T&C's:

- 2.1.1. "**CCI**" means CCI Technology Solutions (Pty) Ltd, a company with limited liability duly registered as such;
- 2.1.2. "**Content**" means any content added to the Website and includes photos, images, audio files, text, files, listings, postings, messages, or other materials;
- 2.1.3. "**T&C's**" means these Terms and Conditions, the Disclaimer, Privacy Policy, as may be amended from time to time, and any notices and disclaimers as may be published from time to time (including any that may be applicable to a specific section or module of this website);
- 2.1.4. "**Visitor**" or "you" means any person who visits this website, signs up to or logs into this website;
- 2.1.5. "**Website**" means this website situated at www.cci.co.za.

2.2. Interpretation

All headings are inserted for reference purposes only and must not affect the interpretation of any of the T&C's. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit the ambit of such. Terms other than those defined within these T&C's will be given their plain English meaning. References to any enactment will be deemed to include references to that enactment as re-enacted, amended, or extended from time to time. A reference to a person includes a natural

and juristic person and a reference to either party includes the party's successors or permitted assigns. Unless otherwise stated in these T&C's, when any number of days is prescribed, it will be regarded as business days and the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

2.3. Conflict

If there is a conflict of meaning between the T&C's and any other relevant specific term, policy, disclaimer, rule and / or notice agreed between the parties, these T&C's will prevail in respect of the use of the relevant section or module of the website.

3. USE OF THIS WEBSITE

License to use this website

Subject to these T&C's, CCI grants the Visitor a non-exclusive, limited and revocable right to use this Website. The Website may not be used contrary to the T&C's, and / or be reproduced, duplicated, copied, republished, uploaded, posted, transmitted, resold or otherwise exploited for any purpose, commercial or otherwise, without the express prior written consent of CCI.

The license does not allow you to collect product or service listings, descriptions or other information displayed herein and does not allow any derivative use of this Website or the Content for the benefit of the Visitor or any other third party.

CCI reserves the right to refuse service, terminate access, remove or edit content in its sole discretion.

Framing

No person, business, or website may frame, or use framing technologies to frame or enclose this Website or the Content, or any of the pages thereof without prior written consent from CCI.

Linking

Visitor may link to the Website only by linking to the home page of this website. CCI prohibits Visitors from "deep linking" to any other pages in a manner that would incorrectly suggest endorsement or support of the Visitor by CCI or suggests the Visitor is the owner of any intellectual property belonging to CCI

Spiders and Crawlers

No person, business, or website may use any technology (including spiders or crawlers) to search and gain any information from this website.

4. MODIFY

CCI reserves the right to amend, modify, update, add to, remove from, suspend or discontinue all or part of the Website (with or without notice) without incurring any liability as a result thereof.

5. CAPACITY TO ACT

Each Visitor warrants that such Visitor:

- is old enough under applicable law to enter into these T&C's;
- possesses the legal right, full power, and authority to enter into the T&C's;
- will submit true, accurate and correct information to CCI and this Website.

If a Visitor is younger than 18 years of age, the Visitor warrants that such Visitor has the consent of its legal guardian to enter into the T&C's or has obtained legal status in another manner.

6. INTELLECTUAL PROPERTY

Ownership

Except as provided to the contrary in the T&C's, all right, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to or of this Website are reserved and retained by CCI as its sole property or will vest in CCI or a third party licensor. Except as is specified in the T&C's, you are not granted a license or any other right, without limitation, under copyright, trademark, patent or other intellectual property rights in or to the Website or Content. Any proprietary work is protected by South African and international copyright laws.

Trademarks

CCI's logo and sub-logos, marks and trade names are the trademarks of CCI and no person may use them without written permission from CCI. Any other trademark or trade name that may appear on this website or other marketing material of CCI is the property of its respective owner.

Acceptable use of the Website

Except as is expressly permitted under the T&C's, the Website may not be:

- modified, translated or used to make derivative works;
- distributed, rented, leased, loaned, sold or assigned;
- decompiled, reverse engineered, disassembled or copied;
- reproduced, transferred or distributed.

Any attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any security mechanism is strictly prohibited.

Should you become aware of any breach of these T&C's or of any threat to the security of the Website, you must inform CCI immediately thereof.

Prosecution

Any violations of any proprietary rights or the T&C's will be prosecuted to the fullest extent permissible under applicable law.

7. DISCLAIMER OF WARRANTIES

Use of this Website is at the sole responsibility and risk of the Visitor. This Website is provided on an "as is" and "as available" basis. Except for the warranties specifically given in the T&C's, CCI expressly disclaims all representations, warranties, or conditions of any kind, whether express or implied, including any implied warranties or conditions of satisfactory quality, no latent defects, fitness for a particular purpose, accuracy, quiet enjoyment, title, and non-infringement. CCI does not warrant that this website will meet the requirements of any Visitor or be uninterrupted, be legally effective or complete, timely, secure, error-free or free from infection by malicious software.

8. INDEMNITY

Each Visitor irrevocably indemnifies (and agrees to keep indemnified), defends and holds harmless CCI (and those related to it and its officers, agents, co-branders or other partners, and employees) from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to its use of this Website. This indemnity survives the termination of this agreement or the Website.

9. LIMITATION OF LIABILITY

Correct faults

CCI will correct any fault in the Website where possible and as soon as reasonably practical and this is its entire liability regarding any fault in the Website.

Indirect damages excluded

To the extent permitted by applicable law, in no event will CCI (or its personnel, successor-in-title or assignees) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data, or loss of use) arising from the T&C's.

10. TERMINATION

CCI will in its sole discretion be entitled to discontinue the Website, without notice and without incurring any liability. Upon the termination of the Website, the T&C's will automatically terminate, except for such terms as are expressly stated to survive such termination, or which, by its nature, are required to survive such termination.

11. BREACH

If a Visitor commits any breach of the T&C's, or repeatedly infringes the copyrights or other rights of others then CCI may, to the extent permitted by applicable law and without prejudice to any of its rights, terminate access to or use of the Website, claim specific performance of the T&C's, and claim damages from the Visitor. CCI will in such an event be entitled to recover costs from the Visitor on an attorney and client scale.

12. ENTIRE AGREEMENT

The T&C's constitutes the entire agreement between the parties relating to the Website and, save as otherwise in respect of the subject matter of the T&C's.

The T&C's may be changed at any time by CCI and where this affects the rights and obligations of a Visitor, CCI will notify the Visitor of any changes by placing a notice on this website. If a Visitor does not agree with the change the Visitor should stop using this website. If a Visitor continues to use the Website following notification of a change to the Terms, the changed terms will apply to the Visitor.

13. WAIVER

Failure by any party to insist on strict compliance with the T&C's or any agreement or failure of any party to exercise any right or remedy to which it is entitled to shall not constitute a waiver thereof and no waiver of any breach will operate as a waiver of any continuing or subsequent breach.

14. SEVERABILITY

If any term is found to be void, unenforceable, or illegal, such term will be severed from the remainder of the T&C's, which remainder will remain to have full force and effect, provided the severance does not alter the nature of the T&C's.

15. GOVERNING LAW AND JURISDICTION

The Website and T&C's are governed by and must be interpreted under the laws of the Republic of South Africa and Visitors agree to submit to the exclusive jurisdiction of the relevant South African courts. The Visitor may not use the Website in violation of South African laws and regulations, no matter the location of the Visitor.

The Website is controlled, operated and administered by CCI within the Republic of South Africa. CCI makes no representation that the Website or Content is appropriate or available for use in the locations or countries from where you access the Website.