



# STANDARD END USER TERMS AND CONDITIONS

V2022-07

## 1. INTRODUCTION

- 1.1 These terms and conditions shall be enforceable and are valid and binding against all persons that access a B1SA website or use the Services through a B1SA Platform or any part thereof. The continued use and/or access to the Platform shall be deemed to be consent and an acknowledgement to be bound to these terms and conditions.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 The clause headings in this document have been inserted for convenience only and not for interpretation purposes.
- 2.2 Hyperlinks herein to legal documents should be deemed part of these Terms. The fact that some, or all, of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these Terms.
- 2.3 Reference herein to the singular includes the plural and vice versa.
- 2.4 The following defined terms shall, wherever used in these Terms, bear the corresponding meaning ascribed to them:
- 2.4.1 "**Access Term**" means the period during which the User is entitled to access and make use of the Platform and/or the Services;
- 2.4.2 "Agreement" means the legally binding arrangement between the User, Company and B1SA, pursuant to the acceptance of these Terms by the User.
- 2.4.3 "**B1 LINK**" means the online business to business platform, being a product offering of B1SA.
- 2.4.4 "**B1SA**" means B1SA BEE Management Solutions (Pty) Ltd, Registration number 2005/002855/07, its employees, and its subsidiaries and any affiliated companies and agents;

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**B1SA BEE Software Management Solutions (Pty) Ltd** | **Reg. No:** 2005 / 002855 / 07 | **VAT No:** 4800213409



- 2.4.5 "**B1SA Network**" means the collective listing of companies within the Platform;
- 2.4.6 "**Cache**" means the automatic storage and retention of data provided by or through the Platform for the purposes of optimizing the speed of data processing;
- 2.4.7 "Company" means any juristic entity registering onto the Platform.
- 2.4.8 "**Confidential Information**" means all information or data relating to either Party, whether disclosed electronically, orally or in writing and includes, without limitation, any information relating to either Party's, business policies, business plans, pricing models, know-how, trade secrets, methods, specifications, drawings, designs, sketches, models, products, samples, customers and clients (both existing and potential), Intellectual Property, suppliers, technology, systems, demonstrations, processes and any other related material and documentation;
- 2.4.9 "Contract Period" means an ongoing period commencing on the date of acceptance of these Terms, and terminating in accordance with the Agreement between the User and B1SA.
- 2.4.10 "**ECT Act**" means the Electronic Communications and Transactions Act, No. 25 of 2002;
- 2.4.11 "**Intellectual Property**" means all software, source code, object code, utilities, tools, routines, interfaces, processes, methodologies, components, technologies, algorithms, techniques, designs, reports, trade secrets, formulae, ideas, inventions, programmer interfaces, specifications, know-how, clients and customers, drawings, concepts and documentation, regardless of whether Intellectual Property Rights actually inhere in any such items;
- 2.4.12 "**Intellectual Property Rights**" means any and all rights in and to the Intellectual Property, anywhere in the world (whether registered or unregistered) owned, possessed or controlled by either Party, directly or indirectly, including, without limitation, patents, trademarks, service marks, design rights, copyright (including all copyright in any designs and computer software), source codes, moral rights, database rights, trade, product or business names, whether capable of registration or not, but including any right to register same;
- 2.4.13 "**Module**" means a specific component of functionality of the Services and/or the Platform;
- 2.4.14 "**Personal Information**" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, as defined in the POPI Act; and includes, but is not limited to:

- 2.4.14.1 names and surnames;
  - 2.4.14.2 addresses, both physical and electronic;
  - 2.4.14.3 non-specific browsing habits and patterns;
  - 2.4.14.4 internet protocol addresses; and
  - 2.4.14.5 any other information which may be provided through the User's use of the Platform.
- 2.4.15 "**Platform**" means any website, network, or platform owned and/or operated by B1SA, and includes the content and Services available on and through the Platform and any page, part or element thereof;
- 2.4.16 "**POPI Act**" means the Protection of Personal Information Act, 4 of 2013, and includes any rules and/or regulations issued in terms thereof from time to time;
- 2.4.17 "**Processing**" means, as defined in POPI Act, any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 2.4.17.1 the collection, receipt, recording, saving, organisation, collation, storage, updating, modification, retrieval, processing, alteration, consultation or use;
  - 2.4.17.2 dissemination by means of transmission, distribution or making available in any other form;
  - or
  - 2.4.17.3 merging, linking, as well as restriction, degradation, erasure, de-identifying or destruction of information;
- 2.4.18 "**Services**" means any services available on or through the Platform, and includes the Software;
- 2.4.19 "**Software**" means the supplier registration and on-boarding portal software application and related Intellectual Property Rights, comprised of various Modules, which shall be used to manage and administer supply chains;
- 2.4.20 "**Terms**" means these terms and conditions, as amended from time to time, together with any annexures thereto;
- 2.4.21 "**User**" means any person and/or entity that accessed and/or makes use of the Platform and/or the Services; and
- 2.4.22 "**Web Application**" is any application programme that uses an internet browser to accomplish a task for the User on a Platform.

### 3. LICENSE TO ACCESS

- 3.1 B1SA hereby grants a non-exclusive, non-transferable license to the User to access and make use of the Platform and/or the Services. The User may also grant access to the Services to those of the User's employees, directors, agents and subcontractors who require such access for the User's internal business purposes.
- 3.2 The license granted to the User in terms of these Terms may not be transferred to any party without B1SA's prior written consent, and the User acknowledges that B1SA may immediately terminate a User's access to and use of, the Platform, or the provision of the Services, including the license, without liability, at B1SA's sole election, in the event that B1SA is of the opinion that the User:
- 3.2.1 has failed to comply with any obligations imposed on it under these Terms;
  - 3.2.2 has acted in contravention of or failed to act in accordance with, any applicable law;
  - 3.2.3 has created, published and/or provided any inaccurate and/or misleading information; or
  - 3.2.4 continued use of the Platform may create a negative public impression on B1SA.
- 3.3 B1SA will make reasonable commercial efforts to make the Platform and Services available for use by the User at all times, except where:
- 3.3.1 An interruption, irrespective of whether such interruption is scheduled or due to emergency circumstances, occurs; or
  - 3.3.2 any event beyond the reasonable control of B1SA disrupts the availability of the Services, including without limitation any interruption to any third-party service used by B1SA in the supply of the Services, virus infection, unauthorized access, power failure or any other event beyond the control of B1SA.

### 4. DISCLAIMER AND LIMITATION OF LIABILITY

- 4.1 B1SA shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from any User's:
- 4.1.1 access to the Platform;
  - 4.1.2 access to and use of the Services;
  - 4.1.3 access to websites linked to the Platform;
  - 4.1.4 inability to access the Platform;

- 4.1.5 inability to access or use the Services;
  - 4.1.6 inability to access websites linked to the Platform;
  - 4.1.7 content available on the B1SA Network;
  - 4.1.8 services available from the B1SA Network;
  - 4.1.9 downloads and use of content from the B1SA Network; or
  - 4.1.10 any other reason not directly related to B1SA, or its agents', gross negligence.
- 4.2 Further to the above, the User acknowledges and understands that B1SA relies, from time to time, on services being provided to B1SA by third parties in order to provide the Services to the User. As a result, B1SA shall not be liable for any damage, loss or liability of any nature whatsoever, incurred by the User, or any third-party on behalf of the User, as a result of any act or omission by any third-party provider of services to B1SA.
- 4.3 The User acknowledges and agrees that the Services have not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy themselves, prior to using the Services, that the Services meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 4.4 Information, ideas and opinions expressed through the Services should not be regarded as professional advice or the official opinion of B1SA and the Users undertake to seek professional advice before taking any course of action related to the information, ideas or opinions expressed through the Services.
- 4.5 B1SA does not make any warranties or representations that the content and Services available will in all cases be true, correct or free from any errors. B1SA shall take all reasonable steps to ensure the quality and accuracy of content available from the Services, and Users undertake to report incorrect and untrue information, subject to the right of B1SA to determine, in its sole and absolute discretion, the contents of the Services.
- 4.6 B1SA reserves the right to claim damages suffered by B1SA due to the User's wilful misconduct and/or negligence of the User.

## 5. USE OF THE SERVICES

- 5.1 Upon acceptance of these Terms, such acceptance forms a binding and irrefutable Agreement between the Company and B1SA.
- 5.2 This Agreement, and the advertised costs thereto, pertains to the direct Services of the Platform, and excludes
- 5.2.1 any value-added services offered by B1SA, complimentary to the Platform offering; and
  - 5.2.2 any additional configuration requirements by the User necessitating development or other related support costs.
- 5.3 The User warrants that they hold the requisite authority to accept these Terms and bind the Company to this Agreement.
- 5.4 The User shall be entitled to view, download and print the content of the Platform, subject to the remaining terms of this Agreement.
- 5.5 Save to the extent that same is provided for in terms of this Agreement, the content from the Platform and/or Services may not be used or exploited by Users for any commercial and/or non-private purposes in the absence of prior written consent from B1SA.
- 5.6 Users may only access and use the Platform as provided for herein, and may not use the Platform for:
- 5.6.1 harmful purposes;
  - 5.6.2 unlawful purposes;
  - 5.6.3 reverse engineering the Platform, Software, and/or Services;
  - 5.6.4 Disclosing, sharing, or publishing material that may be offensive, unethical, defamatory (or harmful in any way whatsoever), regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
  - 5.6.5 The creation, storage and sending of unsolicited commercial communications.
- 5.7 The User shall be entitled to Cache the Platform, provided that:
- 5.7.1 The purpose of the Caching is to expedite the processing of content from the Services;
  - 5.7.2 The Cached content is not modified in any manner whatsoever;
  - 5.7.3 The Cached content is updated at least every 12 hours; and

- 5.7.4 The Cached content is removed and/or updated as and when B1SA requires, which shall be at B1SA's sole election.
- 5.8 If any User uses content from the Platform in breach of the provisions detailed herein, and without prejudice to any other rights which B1SA may have in terms of any applicable laws and/or in terms of the remaining provisions of these Terms:
- 5.8.1 B1SA reserves the right to claim damages from the User;
- 5.8.2 B1SA reserves the right to institute criminal proceedings against the User; and
- 5.8.3 B1SA 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.
- 5.9 Hyperlinks from third-party sources to the Platform from any other source shall be directed to the home page of the Platform ("**Home Page**"). Links to any pages or levels of the Platform which are beyond the Home Page may only be used with B1SA's prior written consent.
- 5.10 In the event that the User makes use of or provides any links to content beyond the Home Page without permission, the User hereby indemnifies B1SA against any loss, liability or damage that may result from such breach of these Terms, and shall do so at their own risk and indemnify B1SA against any loss, liability or damage that may result from the use of content from the B1SA Network, if such content was accessed through a hyperlink not directed at the home page of the B1SA Network.
- 5.11 No person may frame any network associated to or used in conjunction with the Platform, in any manner whatsoever, without the prior written consent of B1SA.
- 5.12 The User may not use or attempt to use any technology or functionality to search and/or copy content from the Platform for any purpose whatsoever, without the prior written consent of B1SA, provided that bona fide search engine operators may, in B1SA's sole election, be used.
- 5.13 No information published on the Platform and/or the Services may be incorporated into any database used for electronic marketing or similar purposes. For the avoidance of any doubt, no permission is given by B1SA for any information on the Platform to be used to communicate unsolicited information to B1SA and/or any third-party users of the Platform and/or the Services.

## 6. DURATION AND TERMINATION

- 6.1 This Agreement shall be deemed to have commenced at the beginning of the Contract Period.
- 6.2 The Services are offered, as standard, on the basis of month-by-month recurring billing, and termination of the Services remains at the Users sole discretion, subject to there being no supplementary agreement in terms of duration between the User and B1SA.
- 6.3 As an access licensed service, no refunds will be made to the User in the event of early termination, where advanced payments may have been made by the User.

## 7. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

- 7.1 All licenses and/or permissions granted in terms of these Terms are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by B1SA at any time without prior notice or reason.
- 7.2 All Intellectual Property Rights contained in the Platform and/or the Services are the property of, or licensed to, B1SA and as such, the User shall not acquire any right, title, and/or interest in or to B1SA's Intellectual Property save to the extent that same is provided for herein.
- 7.3 No person may use logos, icons, photos, pictures, graphics or trademarks and the like from the Platform and/or the Services as hyperlinks or for other purposes without B1SA's prior written consent.

## 8. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines, systems and internet access accounts required to access and make use of the Platform.

## 9. DISCLOSURES

- 9.1 Access to and use of the Platform may be classified as "electronic transactions" in terms of the ECT Act. and therefore, B1SA has, amongst others, the duty to disclose the following information:
  - 9.1.1 The full name and legal status of the Platform owner: B1SA BEE Management Solutions (Pty) Ltd;
  - 9.1.2 Registration Number: 2005/002855/07;
  - 9.1.3 VAT registration number: 4800213409;
  - 9.1.4 The Home Page: <https://www.b1sa.co.za/> and <https://www.b1link.com/>;



- 9.1.5 Physical Address: Unit 4, Eagle Owl Forum, Glen Eagles Office Park, Riverfields, 41 Koorsboom Ave, Glen Marais, Kempton Park;
- 9.1.6 Postal Address: PO Box 10009, The Falls, 1522;
- 9.1.7 Telephone Number: +27 11 455 0033;
- 9.1.8 E-mail address: [support@b1sa.co.za](mailto:support@b1sa.co.za);
- 9.1.9 Membership of self-regulatory or accreditation bodies: Not Applicable;
- 9.1.10 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
- 9.1.10.1 access to the Platform;
- 9.1.10.2 the inability to access the Platform;
- 9.1.10.3 the services and content available from the Platform; or
- 9.1.10.4 these Terms,
- 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;
- 9.1.11 the costs associated with the access, registration and use of the Services, but specifically excluding any pay transactions optionally entered into by the User: No Cost;
- 9.2 User may lodge complaints concerning the Platform and/or the Services at [support@b1sa.co.za](mailto:support@b1sa.co.za). Users hereby assign the copyright in such complaints to B1SA and understand that B1SA may use, disclose and publish such complaints and is furthermore under no duty to answer, address or resolve such complaints, which are made solely for B1SA's internal processing, use and knowledge.

## 10. **PRIVACY**

- 10.1 B1SA shall take all reasonable steps as required by the POPI Act to protect the Personal Information of a User that it Processes from a User through the Platform.
- 10.2 Personal Information may be Processed electronically through the use of data collection units ("**Cookies**"), alternatively may be provided voluntarily by the User.

- 10.3 The User acknowledges that the User may determine Cookie use independently through independent settings on the User's internet browsing platform.
- 10.4 B1SA uses Cookies in the following manner:
- 10.4.1 A Cookie is a data file which requests the User for permission to be placed on the User's computer hardware. In the event that the User agrees to the use of Cookies, the Cookie analyses the use of websites by the User, which allow Web Applications to respond to the User as an individual. The Web Application can tailor its operations to the User by gathering and storing information about the User's preferences;
- 10.4.2 B1SA uses information gathered from Cookies for statistical analysis purposes, after which the data is removed from the system, provided that in the event that a User modifies their browser setting to decline Cookies, if applicable, the User agrees and acknowledges that the Platform and/or Services may not function correctly and/or as required, and the User indemnifies and holds B1SA harmless in such event.
- 10.5 B1SA undertakes to at all times comply with the provisions of POPI Act in relation to the Processing of a User's Personal Information.
- 10.6 To facilitate the provision, implementation, administration and performance of the Platform and/or the Services, it may be necessary for B1SA to Process Personal Information of the User, and to transfer Personal Information to certain third parties. The User hereby consents to the Processing, in electronic or other form, of the User's Personal Information, by B1SA for the purposes of the provision, implementation, administration and performance of the Platform and/or the Services.
- 10.7 The User warrants and guarantees that:
- 10.7.1 all information provided by it to B1SA is true, accurate, complete, and not misleading; and
- 10.7.2 that no such information constitutes or contains any information which the User is not fully authorised to share with and provide to B1SA;
- 10.7.3 the User has full right, title and authority to authorise, and to consent to, B1SA Processing any and all information provided to B1SA by the User;
- 10.7.4 it shall fully inform B1SA of any and all changes to any and all information provided to B1SA by the User, as and when such changes occur without delay.

- 10.8 The User acknowledges and agrees that, by using the Platform and/or the Services, it may have access to, become knowledgeable on and/or acquire Personal Information held by, under the control or possession of, or belonging to B1SA ("**B1SA Personal Information**"). The User undertakes and agrees that it will:
- 10.8.1 fully comply, in all respects, with the POPI Act in respect of and/or regarding the B1SA Personal Information;
  - 10.8.2 not in any way, manner or form Process or otherwise use any of the B1SA Personal Information without the prior written approval of B1SA;
  - 10.8.3 not do anything, or omit to do anything, which may cause B1SA to breach or contravene the provisions of the POPI Act;
  - 10.8.4 treat, keep and hold any and all B1SA Personal Information which comes into its possession, control or knowledge, as strictly secret and confidential; and
  - 10.8.5 ensure that all of its employees, affiliates, agents, contractors, service providers, directors and other representatives of any nature whatsoever, who may have access to or acquire any B1SA Personal Information, are informed of the confidential and proprietary nature thereof and that they are bound by confidentiality and non-use and disclosure undertakings and obligations in respect thereof.
- 10.9 The Processing of the Personal Information of a User, by B1SA, shall be subject to the terms and conditions of the following policies which have been implemented by B1SA, which can be found at **<https://about.b1link.com>**:
- 10.9.1 Policy on Lawful Processing of Personal Information;
  - 10.9.2 Policy on Data Subject Rights;
  - 10.9.3 Policy on Retention and Destruction of Records;
  - 10.9.4 Policy on Data Breaches and Security Compromises;
  - 10.9.5 PAIA and POPIA Manual;
  - 10.9.6 Cookie Policy;
  - 10.9.7 Privacy Statement; and
  - 10.9.8 Disclaimer,
- ("POPI Policies").

- 10.10 The terms and conditions of the POPI Policies shall be valid and binding upon B1SA and any User, through a User's use or engagement with B1SA for use, of the Platform and/or the Services.
- 10.11 In the event of any conflict between the provisions of these Terms and the provisions of any of the POPI Policies:
- 10.11.1 the provisions of the POPI Policies shall take precedence, only to the extent of such conflict, if such conflict relates to the POPI Act and/or the protection or Processing of Personal Information; and
- 10.11.2 the provisions of these Terms shall take precedence, only to the extent of such conflict, in the event that such conflict does not relate to the POPI Act and/or the protection or Processing of Personal Information.
- 10.12 The User further warrants that the email address provided to B1SA belongs to the User or that the User has permission to use such email address in relation to the Platform and/or the Services.
- 10.13 B1SA may Process any Personal Information collected from a User, provided that:
- 10.13.1 B1SA may disclose Personal Information obtained without the User's consent, if required by due legal process or any applicable law;
- 10.13.2 B1SA may compile, use and share any Personal Information for statistical and research purposes and will not publish it in an identified form;
- 10.13.3 B1SA will retain records with Personal Information for as long as it is required to do so in terms of any applicable laws and for B1SA's lawful purposes. Personal Information that has been Processed will form part of a data bank that B1SA will maintain according to law;
- 10.14 B1SA Processes Personal Information, including, to:
- 10.14.1 communicate the User requested information to the User;
- 10.14.2 provide Services to the User as requested and/or subscribed for by the User;
- 10.14.3 authenticate the User;
- 10.14.4 market products or Services to the User;
- 10.14.5 allow third parties to market products and Services to User's who have specifically consented thereto;
- 10.14.6 provide the User with access to restricted pages on a Platform;
- 10.14.7 comply with any compliance requirements of B1SA; and/or

10.14.8 compile non-personal statistical information about browsing habits, click patterns, and access to the Platform.

10.15 B1SA owns and retains all rights to de-identified statistical information Processed by B1SA.

## 11. **HYPERLINKS TO THIRD-PARTY SITES**

11.1 B1SA may provide hyperlinks to websites not controlled by B1SA ("**target sites**"), and such links do not imply any endorsement, agreement on or support for, the content of such target sites.

11.2 B1SA 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, which access and use shall be at the User's sole election and discretion.

## 12. **SECURITY**

12.1 B1SA shall take all reasonable technical and organizational steps to secure the content of the Platform and the Personal Information provided by and Processed, from unauthorised access and/or disclosure. However, B1SA does not make any warranties or representations that such content shall be safe or secure from all threats, which the User acknowledges and understands.

12.2 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code or software, such as computer viruses, robots or spy ware, to the Platform, or the server and/or any computer networks that support the Platform.

12.3 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Platform, whether intentionally or negligently, shall, without any limitation, indemnify and hold B1SA harmless against any and all liabilities, damages, risks and losses that B1SA and its partners / affiliates or third parties may suffer as a result of such delivery, attempt or damaging code.

12.4 Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and Services on the Platform and B1SA reserves the right to claim damages, whether indirect, consequential or direct, from any and all persons involved.

12.5 Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable in terms of these Terms for all liabilities, losses, destruction or damages

suffered and/or incurred by B1SA and its partners / affiliates or third parties due to or related to these illegal actions.

### 13. **REMOVAL AND CORRECTION OF CONTENT**

Users shall report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from or on the Platform to B1SA, and B1SA undertakes to investigate such content and, if deemed necessary, which shall be at B1SA's sole and absolute discretion, remove such content or any parts thereof.

### 14. **INTERCEPTION OF COMMUNICATIONS**

Subject to the provisions of the Regulation of Interception of Communications and Provision of Communication-related Information Act, No. 70 of 2002 ("**RIC ACT**"), the User agrees to B1SA's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined terms of the ECT Act) sent or posted by the User to the Platform or B1SA's employees.

### 15. **CHANGES AND AMENDMENTS**

15.1 B1SA reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

15.1.1 amend these Terms;

15.1.2 amend the contents of the Platform and/or Service available, including adding or removing hyperlinks, third party links or services;

15.1.3 discontinue any aspect and/or Module of the Platform or Services;

15.1.4 change the software and hardware required to access and make use of the Platform; and

15.1.5 to delete the Platform.

15.2 Any amendment and/or variation of the Terms shall be deemed to be in force and effect, and binding on the User, on the date of publication of such amended and/or varied Terms to the Platform, or such other location as stipulated by B1SA.

16. **ENTIRE AGREEMENT AND SEVERABILITY**

- 16.1 These Terms constitute the entire agreement between B1SA and the User and shall take precedence over any other agreements, disclaimers and/or legal notices attached to any communications and/or postings received by B1SA from the User.
- 16.2 The User has not relied on any statements or explanation made by B1SA or its representatives except as set forth in this Agreement and both Parties hereby agree to abide by the terms of this Agreement.
- 16.3 No variation or waiver of any of these Terms will be binding or effectual for any purpose unless expressed in writing by a duly authorised representative of B1SA, and any such waiver will be effective only in the specific instance and for the purpose given.
- 16.4 Any failure by B1SA to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 16.5 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.

17. **AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

The User and B1SA agree that:

- 17.1 The User shall be bound to these Terms and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the B1SA Network for the first time;
- 17.2 The User agrees and warrants that data messages as defined in the ECT Act addressed by the User to B1SA shall only be deemed to have been received if and when responded to. An automatically generated response received from the Platform shall not be deemed to be a reply;
- 17.3 Electronic signatures, encryption and/or authentication shall not be required for valid electronic communications between the User and B1SA; and
- 17.4 The User agrees and warrants that data messages that are sent to B1SA from a computer, IP address or mobile device normally used by or owned by the User, were sent and/or authorised by the User personally.
- 17.5 When B1SA sends an email to the User, it is deemed to have been received when the User is capable of downloading the email.

## 18. **APPLICABLE AND GOVERNING LAW**

The Platform is hosted, controlled and operated from the Republic of South Africa and therefore, subject to the remainder of these Terms, the South African law enforced by the South African courts governs the use of, or inability to use, the Platform, its content, Services, products and these terms and conditions. Any legal actions taken in relation to these Terms and Conditions shall be subject to the jurisdiction of the Johannesburg Magistrate's. This does not prevent B1SA from escalating any matter to the High Court of South Africa.

## 19. **LEGAL COSTS**

19.1 The User has voluntarily and free from coercion entered into this Agreement, having read it carefully and understood all of its terms; the User has had the opportunity to discuss the Agreement with its attorney prior to its acceptance.

19.2 B1SA, its agents and suppliers, shall not be liable for costs incurred by Users to obtain professional advice relating to these Terms.

## 20. **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, B1SA may refund the User within a period of 30 days.