

# TERMS AND CONDITIONS OF USE

Welcome to our website.

Any person accessing this website ("**user**") is subject to, and agrees to, the terms and conditions of use set out herein, which, together with our privacy policy, govern CoCre8's relationship with the user in relation to this website.

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 content obtained on this website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

### PREAMBLE

- **A.** These terms and conditions of use shall include, and be read together with, the following additional documents and policies:
  - i. Privacy Policy;
  - ii. Disclaimers; and
  - iii. IPS Policy Statement,

(together, referred to as the "Terms and Conditions").

#### B. Updating the Terms and Conditions

- i. CoCre8 reserves the right to change, modify, add to or remove from portions or the whole of the Terms and Conditions from time to time.
- ii. Changes to the Terms and Conditions will take effect upon such changes being posted to this website.
- iii. It is the user's obligation to periodically check the Terms and Conditions at this website for changes or updates.
- iv. 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 the Terms and Conditions, as amended.

#### C. Indulgences

Any failure by CoCre8 to exercise or enforce any right or provision of the Terms and Conditions shall in no way constitute a waiver of such right or provision.

#### D. Severability

i. If any provision in the Terms and Conditions is not fully enforceable or valid for any reason, such provision(s) shall be severable from the remaining provisions. The remaining provisions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

#### E. Governing Law and Jurisdiction

- i. All matters arising out of, or relating to, in all respects, the use of this website and/or the Terms and Conditions, shall be governed by and construed under the laws of the Republic of South Africa.
- ii. The user hereby consents and submit to the non-exclusive jurisdiction of the High Courts of the Republic of South Africa in any dispute arising from or in connection with the use of this website and/or the Terms and Conditions.

### F. Provisions Applicable to the Terms and Conditions





The aforementioned provisions shall be applicable to all the provisions, policies and documents forming part of the Terms and Conditions, unless a conflicting provision(s) specifically appears in a particular document or policy, in which case, the conflicting provision(s) contained in such specific document or policy shall prevail to the extent of such conflict and in respect of that particular policy or document, only.

## THE USE OF THIS WEBSITE IS SUBJECT TO THE FOLLOWING TERMS OF USE:

### 1. Information about website owner

- 1.1. Website Owner: CoCre8 Group
- 1.2. The CoCre8 Group comprises the following limited liability private companies, registered as such in accordance with the laws of the Republic of South Africa:
- 1.2.1. FS Infrastructure Holdings Proprietary Limited, with registration number 1988/000439/07;
- 1.2.2. CoCre8 Technology Solutions Proprietary Limited, with registration number 1999/023896/07; and
- 1.2.3. CoCre8 IT Services Proprietary Limited, with registration number 1930/002267/07, (together, "**CoCre8**").
- 1.3. Contact details of website owner:
- 1.3.1. Physical address: 96 14th Road, Noordwyk Midrand South Africa 1687
- 1.3.2. Email address: <u>talk2us@cocre8.com</u>

### 2. Usage and Copyright

- 2.1. The content of the pages of, and the and information contained on, this website shall be for the user's general information and use only.
- 2.2. The user's use of this website and any dispute arising out of such use of the website is subject to the laws of South Africa.
- 2.3. Users may view, copy, download to a local drive, print and distribute the content of this website, or any part thereof only for non-commercial informational or reference purposes.
- 2.4. Users who wish to use content from this site for commercial purposes may only do so with the prior written permission obtained from CoCre8.
- 2.5. Any reproduction and/or copy of the content or any portion thereof for commercial purposes must include this copyright notice in its entirety: © COCRE8: ALL RIGHTS RESERVED.
- 2.6. All moral and any other rights of CoCre8 or other legal entity in respect of which content is contained on this site not expressly granted, are reserved.

### 3. Reporting to CoCre8

- 3.1. Users are encouraged to report any possible errors, malfunctions or offensive materials to CoCre8.
- 3.2. However, CoCre8 does not offer a bounty program for vulnerability disclosures.
- 3.3. As such, any vulnerabilities discovered and reported to CoCre8, while greatly appreciated, will not result in any financial compensation to the user.

### 4. Intellectual Property Rights

4.1. This website contains material which may be the subject of other rights, including other intellectual property rights, which rights are owned by or licensed to CoCre8, or another legal entity, and as such are protected from infringement by South African legislation and international treaties and conventions.





- 4.2. These materials include, but is not limited to, all content, data and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, the design, layout, look, appearance, or ideas described in this website.
- 4.3. Reproduction of these rights and/or material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 4.4. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this website are expressly reserved.
- 4.5. By accessing data on this website, the user is not licensed or authorised to these intellectual property rights.
- 4.6. All trademarks reproduced in this website, which are not the property of, or licensed to CoCre8, are acknowledged on the website.

The user may not create a link to this website from another website or document without CoCre8's prior written consent.

