

BRIEFCO'S WEBSITE TERMS AND CONDITIONS OF USE

1 Website terms and conditions of use

- 1.1 This document sets out the terms and conditions ("**Terms and Conditions**") of Briefco Proprietary Limited (registration number 2020/256574/07) ("**Briefco**") governing the access and use of the information, products, services, and in general the use of and functions provided on www.briefco.co.za ("**Website**").
- 1.2 These Terms and Conditions, including the Privacy Policy, are binding and enforceable against every person that accesses or uses this Website ("**you**", "**your**" or "**user**"), including without limitation each user who creates a profile as contemplated below ("**registered user**") and utilises the Platform (as defined below). **By using the Website in addition to clicking on the "Create a Profile" button on the Website and utilising the Platform, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.3 For purposes of this Terms and Conditions, reference to Website shall also include reference to the Platform (as defined below).
- 1.4 Should any person that accesses the Website disagree with any of the Terms and Conditions, you must refrain from accessing the Website and/or using our services.
- 1.5 By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. You must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions before purchasing any products or services.
- 1.6 Briefco permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.
- 1.7 Briefco reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms and Conditions. Such amendments shall supersede and replace any previous Terms and Conditions and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms and Conditions, as amended and/or replaced by Briefco from time to time. If you are not satisfied with the amended Terms and Conditions, you should refrain from using the Website.
- 1.8 If there is anything in these Terms and Conditions that you do not understand then please contact us as soon as possible. Our contact details are available in clause 12 below. Please note that calls to us may be monitored for training, security and quality assurance purposes.

2 Creating a profile and use of the Website

- 2.1 Our platform allows for the delivery and storage of documents to allow us to render our services and allows for collaboration among all the parties to the matter ("**Platform**"). To create a profile to use our Platform, as a user, you must provide a unique username and

password and provide certain information and personal details to Briefco. You will need to use your unique username and password to access the Platform.

2.2 You agree and warrant that your username and password shall:

2.2.1 be used for personal use only; and

2.2.2 not be disclosed by you to any third party.

2.3 For security purposes you agree to enter the correct username and password whenever logging into the Platform, failing which access to the Platform will be denied.

2.4 You agree to notify Briefco immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

3 **Content of the Website**

3.1 The Website contains information relating the identity of Briefco, our services and enables you to create a profile on our Platform to allow for the delivery and storage of documents to allow us to render our service, and collaborate with all the parties to the matter.

3.2 Briefco reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

3.3 Briefco reserves the right to change and amend the services, Platform, and prices quoted on this Website from time to time without notice.

3.4 Briefco may use the services of third parties to provide information on the Website. Briefco has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that Briefco and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.

3.5 Briefco makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:

3.5.1 Briefco does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality;

3.5.2 whilst Briefco has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and

3.5.3 whilst Briefco has taken reasonable measures to ensure that the content of the Website is accurate and complete, Briefco makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Briefco's representatives, Briefco shall not be bound thereby.

4 Linked third party websites and content

- 4.1 Briefco may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Briefco does not endorse, nor does the inclusion of any link imply Briefco's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 4.2 While Briefco tries to provide links only to reputable websites or online partners, Briefco cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Briefco. Briefco is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 4.3 You agree that Briefco shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

5 Usage and restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 5.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms and Conditions;
- 5.2 decompile, disassemble or reverse engineer any portion of the Website;
- 5.3 write and/or develop any derivative of the Website or any other software program based on the Website;
- 5.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Briefco;
- 5.5 remove any identification, trademark, copyright or other notices from the Website; and/or
- 5.6 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind.

6 Security

- 6.1 In order to ensure the security and reliable operation of the services to all Briefco's users, Briefco hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 6.2 You may not utilise the Website in any manner which may compromise the security of Briefco's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the

Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Briefco suffer any damage or loss, civil damages shall be claimed by Briefco against the user.

- 6.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Briefco and its affiliates, agents and/or partners.

7 **Intellectual property rights**

- 7.1 For the purpose of this clause, "**intellectual property rights**" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Briefco, now or in the future, including without limitation, Briefco's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 7.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("**proprietary material**"), are the property of, or are licensed to, Briefco and as such are protected from infringement by local and international legislation and treaties.
- 7.3 By submitting reviews, comments and/or any other content (other than your personal information and confidential information) to Briefco for posting on the Website, you automatically grant Briefco and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 7.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 7.5 Except with Briefco's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 7.6 Irrespective of the existence of copyright, the user acknowledges that Briefco is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 7.7 Briefco authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

8 **Risk, limitation of liability and indemnity**

- 8.1 The user's use of the Website and the information contained on the Website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

- 8.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Briefco be liable for any loss, harm, or damage suffered by the user as a result thereof. Briefco reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Briefco deem it necessary.
- 8.3 To the extent permissible by law:
- 8.3.1 Neither Briefco, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if Briefco knows or should reasonably have known or is expressly advised thereof.
- 8.3.2 The liability of Briefco for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Briefco rectifying the malfunction, within a reasonable time and free of charge, provided that Briefco is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of Briefco. However, in no event shall Briefco be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
- 8.3.3 You hereby unconditionally and irrevocably indemnify Briefco and agree to hold Briefco free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Briefco or instituted against Briefco as a direct or indirect result of:
- 8.3.3.1 your use of the Website and/or any linked third party website;
- 8.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Briefco;
- 8.3.3.3 your failure to comply with any of the terms or any other requirements which Briefco may impose from time to time;
- 8.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
- 8.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of Briefco.
- 8.4 Briefco makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against Briefco for any loss suffered by you, as a result of information supplied by Briefco being incorrect, incomplete or inaccurate.

9 Briefco privacy

- 9.1 Briefco takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with the Briefco Privacy Policy.
- 9.2 Briefco respects your privacy and is committed to protect your privacy with a view to offer the best and most enriching experience to you. The processing of your personal information is done in accordance with our Privacy Policy.
- 9.3 You expressly consent to us collecting and processing your personal information when registering on this Website and using our services.**

10 When and where do we use cookies

- 10.1 This Website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "**Cookies**" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. **If you do not disable "cookies", you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause.**
- 10.2 To opt out of cookies, kindly activate the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of the Website.
- 10.3 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control.

11 Electronic communications

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our Privacy Policy as set out in clause 9 above.

12 Compliance with section 43(1) of ECT Act

In compliance with section 43(1) of the ECT Act, the following is noted:

- 12.1 Full name: Briefco (Pty) Ltd
- 12.2 Registration number: 2020/256574/07
- 12.3 Physical address: 31 Mechau Street, De Waterkant, Cape Town
- 12.4 Telephone number: +27 63 276 6869

- 12.5 Website address: www.briefco.co.za
- 12.6 E-mail address: info@briefco.co.za
- 12.7 Names of office bearers: Catherine-Jane Paulse
- 12.8 Registered at: 59 Rottingdean Road, Bakoven, Western Cape, 8005

13 Compliance with laws

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

14 Breach

- 14.1 Briefco is entitled, without notice, in addition to any other remedy available to it at law or under these Terms and Conditions, including obtaining an interdict, to cancel these Terms and Conditions, limit or deny a user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Briefco's right to claim damages, should any user:
- 14.1.1 breach any of these Terms and Conditions;
 - 14.1.2 in the sole discretion of Briefco, utilise the Website in an unauthorised manner; or
 - 14.1.3 breach any statute, regulation, ordinance or law.
- 14.2 A breach of these Terms and Conditions entitles Briefco to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Briefco on an attorney and own client scale.

15 Notices

- 15.1 Briefco choses as its *domicilium citandi et executandi* the address set out in clause 12 above for all purposes relating to these Terms and Conditions, including the giving of any notice and the serving of any process.
- 15.2 Except as explicitly stated otherwise, any notices shall be given by email to info@briefco.co.za (in the case of Briefco) or to the e-mail address you have provided to Briefco (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Briefco may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Briefco. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms and Conditions may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

16 General Clauses

- 16.1 These Terms and Conditions shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

- 16.2 This Website is controlled, operated and administered by Briefco from its offices within the Republic of South Africa. Briefco makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users 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.
- 16.3 Briefco does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 16.4 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and Conditions and the remaining provisions shall be enforced to the full extent of the law.
- 16.5 Briefco's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 16.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms and Conditions to any third party without the prior written consent of Briefco.
- 16.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 16.8 The head notes to the paragraphs to these Terms and Conditions are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 16.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 16.10 These Terms and Conditions set forth the entire understanding and agreement between Briefco and you with respect to the subject matter hereof and no other warranty or undertaking is valid unless contained in this agreement.