

## **IQ BUSINESS (PTY) (“iqbusiness”) LTD WEBSITE TERMS AND CONDITIONS OF USE AND PRIVACY POLICY**

### **1. Definitions and Interpretation**

1.1. In these terms and conditions, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.1.1. **“iqbusiness”** means IQ Business (Pty) Ltd, a company registered in accordance with the laws of the republic of South Africa and its subsidiaries;

1.1.2. **“ECT Act”** means the Electronic Communications and Transactions Act No. 25 of 2002, as amended from time to time;

1.1.3. **“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 iqbusiness, now or in the future including, without limitation, iqbusiness’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;

1.1.4. **“Personal Information”** has the meaning ascribed thereto in the POPI;

1.1.5. **“POPI”** means the Protection of Personal Information Act No. 4 of 2013, as amended from time to time;

1.1.6. **“Social Media Pages”** means the social media pages that operated by and represent iqbusiness from time to time;

1.1.7. **“Terms”** means the agreement set out in this document, comprising the terms and conditions of use and data and privacy policy of this website, as amended from time

to time;

- 1.1.8. “**User**” means any person who enters and utilises this website to subscribe for articles, register for webinars and to request direct assistance;
- 1.1.9. “**Website**” means the website owned and operated by iqbusiness, available at <http://www.iqbusiness.net>, including any page, part or element thereof.
- 1.2. Hyperlinks herein to legal documents shall be deemed part of these Terms in terms of section 11(3) of the ECT Act. 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. Website Terms and Conditions of Use

- 2.1. These Terms pertain to the access and use of the information, services and functions provided on the Website.
- 2.2. In terms of section 11 of the ECT Act and the common law, these Terms are valid, binding and enforceable against all persons that access this Website, its web pages or any part thereof.
- 2.3. iqbusiness permits the use of this Website subject to the Terms. By using this Website, the User shall be deemed to have accepted all the Terms on an unconditional basis. If the User does not agree to be bound by these Terms, the User must leave the Website without delay, as further use will automatically bind the User to these Terms.
- 2.4. If the User is under the age of 18 (eighteen) years, the User must obtain the User’s parents’ or legal guardians’ advance authorisation, permission and consent to be bound by these Terms before utilising any services offered on this Website.
- 2.5. iqbusiness reserves the right, in its sole discretion, to amend and/or replace any part or the whole of the Terms. Such amendments shall supersede and replace any previous

Terms and shall be made available on the Website. Each time a User accesses the Website and/or uses the services available, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by iqbusiness from time to time. If the User is not satisfied with the amended Terms, the User should refrain from using the Website.

- 2.6. There is no legal entitlement to the benefits of the functions and services offered on this Website and iqbusiness has the right to refuse provision of its services without providing explanation.
- 2.7. If there is anything in these Terms that the User does not understand, please contact iqbusiness as soon as possible on the contact details provided for in clause 12 below.

### **3. Content of the Website and Disclaimers**

- 3.1. This Website is supplied on an “as is” basis and has not been compiled or supplied to meet the User’s individual requirements. It is the sole responsibility of the User to satisfy itself prior to entering into these Terms that the services available from and through this Website will meet the User’s individual requirements and be compatible with the User’s hardware and/or software, where applicable.
- 3.2. Information, ideas and opinions expressed on this Website should not be regarded as legal or other professional advice or the official opinion of iqbusiness, and Users are encouraged to consult professional advice before taking any course of action in relation to information, ideas or opinions expressed on this Website.
- 3.3. iqbusiness reserves the right to make improvements or to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 3.4. iqbusiness reserves the right to change and amend the services it offers on this Website from time to time and without notice.

- 3.5. iqbusiness may use the services of third parties to provide information on the Website. iqbusiness 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 iqbusiness 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.
- 3.6. iqbusiness 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:
- 3.6.1. iqbusiness 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. iqbusiness expressly disclaims all implied warranties including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 3.6.2. whilst iqbusiness 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
- 3.6.3. iqbusiness disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which iqbusiness receives it and statements from external parties are accepted as fact.

#### 4. **Linked Third Party Websites and Third-Party Content**

- 4.1. iqbusiness may provide links to third party websites on the Website (“**External Websites**”). These links are provided to the User for convenience purposes only and iqbusiness does not endorse, nor does the inclusion of any link imply iqbusiness’s endorsement of such External Websites, their owners, licensees or administrators or such External Websites’ content or security practices and operations.
- 4.2. While iqbusiness tries to provide links only to reputable External Websites or online partners, iqbusiness does not accept responsibility or liability for the information provided on such External Websites. External Websites or pages are not under, nor subject to, the control of iqbusiness. iqbusiness is not responsible for and gives no warranties or representations in respect of the privacy policies or practices of External Websites.
- 4.3. The User agrees that iqbusiness shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any External Website or any link(s) contained in an External 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 External Websites on the Website. Any dealings that the User may have with any External Websites, including advertisements, found on the Website, are solely between the User and the External Website and the User enters the External Website at their own risk.

#### 5. **Usage Restrictions**

The User hereby agrees that it shall not itself, nor through any 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;

- 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 and 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 iqbusiness;
- 5.5. without iqbusiness's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website to persons other than the User;
- 5.6. remove any identification, trademark, copyright or other notices from the Website;
- 5.7. create a hypertext link to any part of this Website without iqbusiness's prior written consent and to the extent that such a link is created, the User acknowledges that they are solely responsible for the consequences of creating such link and they agree to defend, indemnify and hold iqbusiness harmless from and against all damages, costs, losses and expenses of any nature, whether direct or indirect, arising from or in connection with the creation of such link;
- 5.8. 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; and/or
- 5.9. notwithstanding anything contained to the contrary in these Terms, use the Website content for any purpose other than non-commercial, educational, and informational purposes.

## 6. Security

- 6.1. In order to ensure the security and reliable operation of the Website for all Users, iqbusiness 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. The User may not utilise the Website in any manner which may compromise the security of iqbusiness'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 iqbusiness suffer any damage or loss, damages shall be claimed by iqbusiness against the User.
- 6.3. Any User who commits any of the offences detailed in Chapter 13 of the ECT Act, more particularly sections 85 to 88 (both inclusive), shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by iqbusiness.

## 7. Intellectual Property Rights

- 7.1. This Website is operated and controlled by iqbusiness. The information from this Website is protected by copyright and other proprietary rights laws. No information from this Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the written consent of a duly authorised representative of iqbusiness. iqbusiness retains all Intellectual Property Rights in respect of iqbusiness's functions and services as provided for on this Website.
- 7.2. Any unauthorised copying, or attempt at copying, assignment or transfer of these Terms or of any content of the Website contrary to the provisions of these Terms, shall result

in a breach of these Terms and iqbusiness reserves the right to, without limitation:

- 7.2.1. claim damages from the User; and/or
- 7.2.2. institute criminal proceedings against the User; and/or
- 7.2.3. pursue any other action/remedy against the User that iqbusiness deems reasonable.
- 7.3. Except as specified in these Terms, 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 of this Website.
- 7.4. Any Users who are media professionals or in any way involved with media, should contact iqbusiness at [info@iqbusiness.net](mailto:info@iqbusiness.net) for permission to use the copyrighted information.

## **8. Risk, Limitation of Liability and Indemnity**

- 8.1. The User's use of this 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, via electronic mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall iqbusiness be liable for any loss, harm, or damage suffered by the User as a result thereof. iqbusiness reserves the right to request independent verification of any information transmitted via electronic mail and the User consents to such verification should iqbusiness deem it necessary.
- 8.3. To the extent permissible by law:
  - 8.3.1. neither iqbusiness nor its directors, 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, even if iqbusiness knows or should reasonably have known or is expressly advised thereof;

8.3.2. the liability of iqbusiness 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 iqbusiness rectifying the malfunction, within a reasonable time and free of charge, provided that iqbusiness 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 iqbusiness. In no event, however, shall iqbusiness 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. the User hereby unconditionally and irrevocably indemnifies iqbusiness and agrees to hold iqbusiness harmless from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by iqbusiness or instituted against iqbusiness as a direct or indirect result of:

8.3.3.1. the use of the Website;

8.3.3.2. software, programs and support services supplied by, obtained by or modified by the User or any third party without the consent or knowledge of iqbusiness;

8.3.3.3. the User's failure to comply with any of these Terms or any other requirements which iqbusiness 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, any service provided via the Website which is beyond the control of iqbusiness.

8.4. The User expressly waives and renounces all their rights of whatever nature that they may have against iqbusiness for any loss suffered as a result of information supplied by iqbusiness being incorrect, incomplete or inaccurate.

## 9. **iqbusiness Privacy and Cookie Policy**

9.1. This clause 9 provides details regarding iqbusiness's privacy and cookie policy (the "**Privacy Policy**"), which forms part of these Terms.

9.2. This Privacy Policy sets out how iqbusiness uses and protects any Personal Information given to it electronically by the User and the Users rights in relation to such Personal Information in accordance with POPI. By volunteering personal information to iqbusiness on any part of the iqbusiness Website or Social Media Pages or any other manner, the User consents to the use and transfer of such information on the provisions as set out herein. iqbusiness shall, however, take all reasonable measures to ensure that the User's Personal Information remains protected and confidential and shall store the User's Personal Information on the terms required by applicable legislation.

9.3. Personal Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User, such as the User's name, age, identity number and contact information. There are no requirements for a visitor of the iqbusiness Website, or any of the iqbusiness Social Media pages, to submit any Personal Information. iqbusiness may store any content provided by the User including but not limited to, postings on any blogs, forums, and other Social Media pages. For purposes of this clause 9, a cookie means a small computer file created by a web browser to save User information for the Website. Cookies ensure that iqbusiness is able to continually improve its Website and provide information such as the User's location and IP address.

- 9.4. Any Personal Information that is shared by the User on the Social Media pages can be read, collected, stored processed and used by other users of that Social Media application over whom iqbusiness has little or no control. Such Personal Information that has been shared on the respective social media application, will be done so entirely at one's own risk, and in accordance with the respective social media applications privacy policy. iqbusiness will not be held responsible for any other user's use, misuse, or misappropriation of any Personal Information or other information that a User may contribute to any Social Media application.
- 9.5. By volunteering personal information on the Website or Social Media pages, the User consent's to receiving marketing and promotional material from iqbusiness and its subsidiaries. iqbusiness will provide the User with an option to opt out from receipt of any further marketing, or promotional material regarding our service offering. The User may request that iqbusiness discontinue sending emails or other communications generated in response to the Users provision of personal information at any time via email at [popi@iqbusiness.net](mailto:popi@iqbusiness.net). The manner in which a User may unsubscribe from receipt of such communications will also be detailed in the marketing and promotional communication.
- 9.6. iqbusiness and its subsidiaries may use any volunteered personal information to contact the User in order to seek feedback on the services provided by iqbusiness. A User's Personal Information may also be used to protect the rights or property of iqbusiness and where appropriate, to comply with legal process.
- 9.7. iqbusiness has implemented generally accepted standards of technology and operational security systems and measures to protect the User's personal information against loss, misuse, alteration destruction, unlawful access and unauthorised destruction.
- 9.8. The User shall have a right to request the details of their Personal Information held by iqbusiness in terms of POPI. Should the User suspect that their Personal Information is incorrect or outdated, the User may contact iqbusiness at [popi@iqbusiness.net](mailto:popi@iqbusiness.net). for the

purpose of correcting, updating or removing such Personal Information.

9.9. By providing information through this Website or any Social Media pages, the User hereby consents to the disclosures described above.

9.10. How iqbusiness collects Personal Information?

9.10.1. The User may provide Personal Information to iqbusiness when communicating with iqbusiness and/or utilising its functions and/or services.

9.10.2. iqbusiness may collect Personal Information from a variety of sources, including, but not limited to directly from the User, and/or Personal Information about the User obtained from other sources, including commercially available sources, such as public databases (where permitted by law). Where possible, the User will be informed about what information is required and what information is voluntary.

9.10.3. We may collect the following information including, but not limited to, the User's:

9.10.3.1. data concerning the User as an individual, including the User's full name, telephone numbers, email addresses, location, biometric information, date of birth, physical and postal address, identity number and/or passport number and any other information provided which concerns the User as an individual;

9.10.3.2. business related information (such as name, address, telephone numbers, payment arrangements, financial information, etc.), the User's relationship with that business or organisation (such as owner, partner, director, shareholder, employee, or agent), and the User's contact details within that business (such as work address, work telephone and mobile numbers, work fax number, and work e-mail address);

9.10.3.3. information collected or generated out of any surveys iqbusiness conducts;

- 9.10.3.4. correspondence, communications and messages, including between the User and iqbusiness, and between iqbusiness and third parties; and
- 9.10.3.5. Website usage information.
- 9.10.4. In the event of a User providing Personal Information to iqbusiness on behalf of an organisation, the User warrants that it is an authorised representative of such organisation and is authorised to provide the Personal Information on behalf of the relevant organisation.
- 9.10.5. Personal Information will only be collected for lawful purposes in accordance with the requirements contemplated in POPI and the necessary steps to inform the User of the purpose(s) for which the personal information is collected will be taken.
- 9.11. How iqbusiness uses the User's Personal Information?
- 9.11.1. iqbusiness may use the User's Personal Information to validate the User as a customer, for market segmentation, remarketing to the User, marketing upcoming events and services on behalf of selected third parties and recruiting new business. The User is entitled to request that iqbusiness desists from using the User's Personal Information for the purposes of marketing, and iqbusiness will provide the User with the necessary functionality for the User to do so with ease, each time iqbusiness markets to the User.
- 9.11.2. iqbusiness utilises "**first party cookies**" (cookies originating from iqbusiness) amongst other reasons, to simply track the User's visits between sessions and deliver a more personalised experience. iqbusiness also utilises "**third party cookies**" (cookies not originating from iqbusiness) to provide traffic analysis and tracking.
- 9.11.3. iqbusiness may use the User's Personal Information to provide services to a User that furnishes iqbusiness with their personal information; fulfil contractual obligations to which iqbusiness is a counterparty and/or comply with legal obligations.

9.11.4. Additionally, iqbusiness may use the User's Personal Information to meet lawful and legitimate business interests to: provide services requested by the User; attend to and promptly resolve any complaints or concerns relayed; carry out research and analysis to ensure products and services are relevant to the market; ensure records are kept up to date and accurate; send relevant and appropriate electronic correspondence to Users in order to keep them informed regarding, but not limited to, industry developments; send relevant and appropriate electronic correspondence to existing and/or potential clients regarding the services offered by iqbusiness; and Invite Users to events which are fundamental to the services which iqbusiness and/or its subsidiaries provide.

9.11.5. iqbusiness will only process Personal Information for the purpose(s) for which it was collected and made known to the data subject in this Privacy Policy.

9.12. How long does iqbusiness keep the User's information for?

The time periods for which iqbusiness keeps the User's Personal Information may vary according to the use or purpose attached to the Personal Information. Unless there is a specific legal requirement requiring iqbusiness to keep the User's Personal Information, iqbusiness will not keep it for longer than is deemed necessary by iqbusiness (in accordance with their data retention policy which sets out the data retention periods) for the purpose for which the Personal Information was collected or for which it is to be processed. Disclosing the User's Personal Information to third parties

9.12.1. iqbusiness may provide information to third parties but these statistics will not include any information that could identify the User. iqbusiness will only disclose, distribute or transfer the User's Personal Information to third parties on the following basis:

9.12.1.1. where iqbusiness has the User's permission;

9.12.1.2. where iqbusiness is required to do so by law; or

- 9.12.1.3. where such transfer would otherwise comply with law.
- 9.12.2. In the event that iqbusiness provides information to third parties, iqbusiness will use its best efforts to ensure that those third parties will only use that data exclusively for the purposes of discharging their service obligations. Moreover, iqbusiness will use its best efforts to ensure that these third parties treat the data as confidential as well as ensuring that requirements for the safeguarding of said information are stipulated in contractual agreements with the third party (if applicable).
- 9.12.3. Subject to clause 9.9.1, the User consents to iqbusiness and/or any of its partners or subsidiaries using, reviewing, collecting, processing and distributing the Personal Information provided to iqbusiness for any purposes associated with iqbusiness's objectives.
- 9.13. Sharing the User's Personal Information cross border.
- 9.10.1 iqbusiness will only transfer a User's personal information to third parties in another country in any one or more of the following circumstances:
- 9.10.1.1 The User's personal information will be adequately protected under the other country's laws, or an agreement with the third-party recipient; or
- 9.10.1.2 Where the transfer is necessary to enter, or perform, under a contract with the User, or a contract with a third party that is in the data subject's interest; or
- 9.10.1.3 Where the User has consented to the transfer; or
- 9.10.1.4 Where it is not reasonably practical to obtain consent, and the country to which the information is transferred does not have applicable laws, iqbusiness will ensure that said third party would at the least, apply security safeguards that iqbusiness would itself apply to secure the User's personal information.

9.14. When and where does iqbusiness use cookies?

IQbusiness allocates cookies amongst other times, from the time that the User lands on the Website, during the registration process for iqbusiness's services, in obtaining iqbusiness's services, to make an inquiry and to engage in iqbusiness's services. These cookies will hold information collected during the User's registration and will allow iqbusiness to recognise the User as a customer and provide the User with the services the User require.

9.15. How can the User refuse or opt out of cookies?

Most browsers are set by default to accept cookies automatically, but usually the User can alter the settings of the User's browser to prevent automatic acceptance and to prompt the User every time a cookie is sent to the User or to allow the User to choose not to receive cookies at all. In these circumstances, however, the User then runs the risk that part of this Website may not work or be fully accessible.

9.16. How can the User manage the User's privacy preferences?

If the User would like iqbusiness to stop processing the User's information for marketing purposes, please write to iqbusiness at [popi@iqbusiness.net](mailto:popi@iqbusiness.net).

9.17. How can the User access their Personal Information?

The User has the right to request, free of charge, confirmation as to whether we hold Personal Information about them. They also have the right to request a copy of the record of Personal Information or a description of the Personal Information held about them. Submission of access request forms together with the details of the access request procedure can be found in the PAIA Manual on the iqbusiness website.

9.18. How can the User correct or delete personal information?



The User can request, where allowed by law, the correction, updating or deletion of the Personal Information held. The User can also request, where allowed by law, the destruction or deletion of a record of Personal Information held. Submission of a request for correction or deletion forms together with the details of the request for correction and deletion procedure can be found in the PAIA Manual on the iqbusiness website.

9.19. How can the User object to the processing of their information?

In certain circumstances, such as when IQbusiness processes a User's information for the legitimate interests of both parties, the User may object to the processing of their Personal Information, unless IQbusiness is required by law or otherwise, to legitimately process such information. Submission of objection forms together with the details of the objection procedure can be found in the PAIA Manual on the iqbusiness website.

9.20. How can the User unsubscribe from direct marketing?

Where a User does not wish to receive marketing communications from IQbusiness, they can unsubscribe from electronic marketing communication by selecting the option to unsubscribe from receipt of such communication in the manner detailed in the communication.

9.21. How can a User withdraw consent?

Where a User has given consent to a particular type of processing, the data subject may withdraw that consent at any time by contacting iqbusiness through the following email address: [popi@iqbusiness.net](mailto:popi@iqbusiness.net)

9.22. How can a User make a formal complaint?

A User has the right to lodge a complaint with the Information Regulator, in the prescribed manner and form, if the User believes that we are interfering with the protection of their personal information. The User can contact the Information Regulator on 010 023 5207 (telephone number) and can lodge a complaint via email on

infoleg@justice.gov.za

9.23. How can the User get more information on the Privacy Policy?

If a data subject has questions or concerns regarding the way in which their Personal Information has been used, or should a User have any questions about this Privacy Policy, they can contact the Information Officer through the following email address: [popi@iqbusiness.net](mailto:popi@iqbusiness.net)

## 10. Confidentiality

10.1. As a User, the User agree that the User shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the services offered by iqbusiness. You shall notify iqbusiness should the User discover any loss or unauthorised disclosure of the information.

10.2. Any information or material sent to iqbusiness will be deemed not to be confidential, unless otherwise agreed in writing between the User and iqbusiness.

## 11. Breach or Cancellation

11.1. iqbusiness is entitled, without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to limit or deny such 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 iqbusiness's right to claim damages, should any User:

11.1.1. breach any of these Terms; in the sole discretion of iqbusiness, use the Website in an unauthorised manner; or

11.1.2. infringe any statute, regulation, ordinance or law.

11.2. Breach of these Terms entitles iqbusiness to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to iqbusiness on an attorney and own client scale.

## 12. Compliance with section 43 of the ECT Act

Access to the services, content, software and downloads available from the iqbusiness Website may be classified as “electronic transactions” as defined in the ECT Act and Users, therefore, have the rights provided for in Chapter 7 of the ECT Act. Pursuant to this and in accordance with iqbusiness’s statutory obligations, it hereby discloses the following information to the User:

12.1. Full name and legal status of Website owner: IQ Business (Pty) Ltd, a company registered in accordance with the laws of the republic of South Africa.

12.2. Physical address, registered address and address where iqbusiness will receive legal service of documents: 3 Third Avenue, Rivonia, Sandton, South Africa.

12.3. Telephone number: 011 250 4000

12.4. Website address: [www.iqbusiness.net](http://www.iqbusiness.net)

12.5. E-mail address: [info@iqbusiness.net](mailto:info@iqbusiness.net)

12.6. Names of office bearers: Adam Craker and Annalize Buck

12.7. Description of main characteristics of the services offered by iqbusiness: A Pro bono service to South African businesses in distress to co-ordinate bank, government and

stakeholder support through a structured business rescue process.

### **13. Compliance with laws**

The User shall comply with all applicable laws, statues, ordinances and regulations pertaining to the use of and access to this Website.

### **14. Time and Place of Contracting**

- 14.1. The User and iqbusiness agree that the User shall be bound to these Terms and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Website for the first time.
- 14.2. The information and services advertised on the Website do not constitute an offer but merely an invitation to do business.

### **15. Notices and Electronic Communications**

- 15.1. Except as explicitly stated otherwise, any notices shall be given by email to [info@iqbusiness.net](mailto:info@iqbusiness.net) (in the case of iqbusiness) or to the email address the User has provided to iqbusiness (in the User's case), or such other address that has been specified.
- 15.2. Notice shall be deemed to have been received 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, iqbusiness may give the User notice by registered mail, postage prepaid and return receipt requested, to the address which the User has provided to iqbusiness. In such case, notice shall be deemed to have been received 7 (seven) days after the date of mailing.
- 15.3. 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 for that purpose.

- 15.4. The User acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”.
- 15.5. Subject to the provisions of the Regulation of Interception of Communications Act No. 70 of 2002, as amended from time to time, the User agrees to iqbusiness’s right to intercept, block, filter, read, delete, disclose and use all communications (including “data messages” as defined in the ECT Act) sent or posted by the User to the Website.

## **16. General**

- 16.1. These Terms 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 the Republic of South Africa.
- 16.2. This Website is controlled, operated and administered by iqbusiness from its offices within the Republic of South Africa. iqbusiness makes no representation that the content of the Website is appropriate or available for use outside of the Republic 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 the Republic of South Africa, that User is responsible for compliance with all local laws.
- 16.3. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 16.4. iqbusiness’s failure to act with respect to a breach by the User does not constitute a

waiver of iqbusiness's right to act with respect to subsequent or similar breaches.

- 16.5. The User shall not be entitled to cede or assign their rights or delegate their obligations in terms of these Terms to any third party without the prior written consent of iqbusiness.
- 16.6. 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.
- 16.7. The headings of the clauses to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 16.8. 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.
- 16.9. These Terms set forth the entire understanding and agreement between iqbusiness and the User with respect to the subject matter hereof.
- 16.10. These terms and conditions constitute the sole record of the agreement between iqbusiness shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between the User and iqbusiness in respect of the subject matter hereof. No indulgence or extension of time which either the User or iqbusiness may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.
- 16.11. iqbusiness will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or any part thereof with or without notice to the User.

- 16.12. iqbusiness may in its sole discretion terminate, suspend and modify this Website, with or without notice to the User. The User agrees that iqbusiness will not be liable to the User in the event that it chooses to suspend, modify or terminate this Website.