Website User Agreement

Last updated: 24 July 2021

1. WEBSITE TERMS AND CONDITIONS OF USE
    1. This document sets out the terms and conditions of use of our website, social media site or any other electronic platform owned by us (referred to herein as “Our Sites” or the “Sites”) and regulates your use thereof.
    2. We Brisk Solutions (Pty) Limited (“Rocket”) shall refer to ourselves in this document as “we”, “us, “our” or the “Company”.
    3. Our Sites are used for marketing, information and other purposes.
    4. Should any person that accesses the Sites, (herein referred to as "you" or "user") disagree with any of the Terms, you must refrain from accessing the Sites and/or using our services.
    5. If you are under the age of 18, you must obtain your parents' or legal guardians' advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.
    6. The Company reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on Our Sites.
    7. Each time a user accesses Our Sites and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the Company from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Sites.
    8. The collection of your personal information is subject to and is regulated by our privacy policy (“Privacy Policy”) which can be accessed and/or viewed on our Site from time to time.
    9. The provision of our products and/or services may be subject to separate terms and conditions of sale (“T’s&C’s”), which can also be accessed and/or viewed from our official Sites from time to time or as may be provided to you with our products or services from time to time.
    10. If there is anything in these Terms that you do not understand then please contact us as soon as possible.
2. CONTENT OF THE SITES

1. The Company reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Sites and any information or content on the Sites.

2. The Company reserves the right to change and amend the products, prices and rates quoted on the Sites from time to time without notice.

3. The Company may use the services of third parties to provide information on the Sites. The Company 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 the Company 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.

4. the Company 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 Sites, including without limitation:

    1. The Company does not warrant that the Sites or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. The Company expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;

    2. Whilst the Company has taken reasonable measures to ensure the integrity of the Sites and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Sites 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. The Company disclaims any responsibility for the verification of any claims. Information published on the Sites may be done so in the format in which the Company receives it and statements from external parties are accepted as fact.

3. LINKED THIRD PARTY WEBSITES AND THIRD PARTY CONTENT

    1. The Company may provide links to third party websites on the Sites. These links are provided to the user for convenience purposes only and the Company does not endorse, nor does the inclusion of any link imply the Company's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

2. While the Company tries to provide links only to reputable websites or online partners, the Company 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 the Company. The Company 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 Sites.

3. You agree that the Company 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 Our Sites. 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.

4. USAGE RESTRICTIONS

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

        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 Sites for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

        2. decompile, disassemble or reverse engineer any portion of the Sites;

        3. write and/or develop any derivative of the Sites or any other software program based on the Sites;

        4. modify or enhance the Sites. In the event of a user effecting any modifications or enhancements to the Sites in breach of this clause, such modifications and enhancements shall be the property of the Company;

        5. without the Company's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Sites by persons other than the user;

        6. remove any identification, trademark, copyright or other notices from the Sites;

        7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Sites, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, ob-scene, sexually-explicit, profane or hateful, or

racially, ethnically or otherwise objectionable content of any kind; and/or

8. notwithstanding anything contained to the contrary in these Terms, use the Sites for any purpose other than personal, non-commercial and information purposes.

5. SECURITY

    1. In order to ensure the security and reliable operation of the services to all the Company's users, the Company 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.

    2. You may not utilise the Sites in any manner which may compromise the security of the Company's networks or tamper with the Sites in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Sites, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Sites, 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 the Company suffer any damage or loss, civil damages shall be claimed by the Company against the user.

    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 the Company and its affiliates, agents and/or partners.

6. INTELLECTUAL PROPERTY RIGHTS

    1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:

    2. "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 the Company, now or in the future, including without limitation, the Company'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.

    3. 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 Sites ("proprietary material"), are the property

of, or are licensed to, the Company and as such are protected from infringement by local and international legislation and treaties.

4. By submitting reviews, comments and/or any other content (other than your personal information) to the Company for posting on the Sites, you automatically grant the Company 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.

5. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Sites is granted to you.

6. Except with the Company's express written permission, no proprietary material from the Sites may be copied or retransmitted.

7. Irrespective of the existence of copyright, the user acknowledges that the Company is the proprietor of all material on the Sites (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.

8. The Company authorises you only to view, copy, temporarily download to a local drive and to print the content of the Sites, 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.

7. RISK, LIMITATION OF LIABILITY AND INDEMNITY

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

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 the Company be liable for any loss, harm, or damage suffered by the user as a result thereof. The Company reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should the Company deem it necessary.

3. To the extent permissible by law:

4. Neither the Company, 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 the Company knows or should reasonably have known or is expressly advised thereof.

5. The liability of the Company 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 the Company rectifying the malfunction, within a reasonable time and free of charge, provided that the Company 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 the Company. However in no event shall the Company 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 Our Sites or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
6. You hereby unconditionally and irrevocably indemnify the Company and agree to hold the Company free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by the Company or instituted against the Company as a direct or indirect result of:
7. your use of the Sites;
8. software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of the Company;
9. your failure to comply with any of the Terms or any other requirements which the Company may impose from time to time;
10. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
11. any unavailability of, or interruption in, the service which is beyond the control of the Company.
12. The Company makes no warranty or representation as to the availability, accuracy or completeness of the content of the Sites. You expressly waive and renounce all your rights of whatever nature that you may have against the Company for any loss and/or damage suffered by you, as a result of information supplied by the Company being incorrect, incomplete or inaccurate.

8. THE COMPANY PRIVACY POLICY AND T'S&C'S

1. The Company 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 our Privacy Policy, which Privacy Policy can be accessed and/or viewed from our official Sites and forms part of and is incorporated into these Terms as if specifically set out herein.

2. Your use of our products and/or services signifies your consent to us collecting and using your personal information as specified in our Privacy Policy, and may furthermore be subject to our T's&C's. Our T's&C's can be accessed and/or viewed from our official Sites from time to time, or may be provided to you when making use of our products or services from time to time.

9. CONFIDENTIALITY

    1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by the Company. You shall notify the Company should you discover any loss or unauthorised disclosure of the information.

    2. Any information or material sent to the Company will be deemed not to be confidential, unless otherwise agreed in writing by the user and the Company.

10. BREACH OR CANCELLATION BY SERVICE PROVIDER

    1. the Company is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Sites, products 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 the Company's right to claim damages, should any user:

        1. breach any of these Terms;

        2. in the sole discretion of the Company, use the Sites in an unauthorised manner; or

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

    2. Breach of these Terms entitles the Company to deny you any further access to our Sites, and/or to take legal action as the Company may deem appropriate and/or necessary to protect its rights and interests, without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to the Company on an attorney and own client scale.

11. COMPLIANCE WITH LAWS

1. You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to Our Sites.

12. NOTICES

1. Except as explicitly stated otherwise, any notices shall be given by email to our email address or contact details made available on our official website (in the case of the Company) or to the e-mail address you have provided to the Company (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, the Company may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to the Company. 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 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.

13. GENERAL CLAUSES

1. These Terms shall be governed in all respects by the laws of the country where our head office is based as shown on Our Sites (“Our Domicilium”).

2. Our Sites are controlled, operated and administered by the Company from its head offices. The Company makes no representation that the content of the Sites is appropriate or available for use outside of Our Domicilium. Access to the Sites from territories or countries where the content of the Sites is illegal is prohibited. Users may not use the Sites in violation of the laws of Our Domicilium or export laws and regulations. If the user accesses the Sites from locations outside of Our Domicilium, that user is responsible for compliance with all local laws.

3. The Company does not guarantee continuous, uninterrupted or secure access to our services, as operation of Our Sites may be interfered with as a result of a number of factors which are outside of our control.

4. 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.

5. The Company'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.

6. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of the Company.
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.
8. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
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.
10. These Terms set forth the entire understanding and agreement between the Company and you with respect to the subject matter hereof.