FIZIK INVESTMENTS (PTY) LTD T/A UMKHOMBE SECURITY SERVICES

WEBSITE TERMS AND CONDITIONS

2021

Version	Date	Submitted to	Status
V1	28/06/2021	Shareholders	Final

WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THIS WEBSITE OR USING ANY OF OUR SERVICES. YOUR CONTINUED USE OF THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND AGREED TO THESE TERMS AND CONDITIONS. PLEASE DO NOT CONTINUE TO USE THIS WEBSITE OR ANY RELATED SERVICES IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS.

1. WELCOME

1.1. Welcome to our Website and thank you for reading these terms and conditions.

1.2. These terms and conditions govern your use of this Website and all facilities and services made available through it by Fizik Investments (Pty) Ltd T/A Umkhombe Security Services, registration number: 1999/03891/07, a personal liability company incorporated in accordance with the company laws of the Republic of South Africa (the "Company").

2. ABOUT US

2.1. To find out more about the Company please go to our website: **www.umkhombesecurityservices.co.za**

2.2. This website is owned and operated by the Company. Access to and use of our website is subject to our general terms and conditions as set out herein ("Terms and Conditions").

3. GENERAL

3.1. **Introduction**

3.1.1. These Terms and Conditions apply to all the web pages related to our website and should be read together with our Privacy Policy, which is available on our website

3.1.2. Please take note that access to and use of our website ("the/our/this Website") is subject to these Terms and Conditions and our Privacy Policy.

3.1.3. By accessing our website and using our online facilities you confirm that you have read, understand and agree to be bound by these Terms and Conditions (read with our Privacy Policy) available on our website, as may be updated by us from time to time. If you do not agree to our Terms and Conditions, please do not access or use our website further.

3.2. **Validity and binding nature**

3.2.1. These Terms and Conditions govern your relationship with us and constitute a valid and binding agreement between you, the user, and the Company.

3.2.2. The Electronic Communications and Transactions Act 25 of 2002 provides for valid and binding contracts to be concluded in electronic format and to be established over the internet. Contracts concluded electronically are thus the functional equivalent of contracts concluded on paper.

3.3. **Amended or updated Terms and Conditions**

3.3.1. We reserve the right, and may in our sole discretion choose to amend these Terms and Conditions at any time and in any manner that we deem appropriate. This includes the right to change, modify, add or remove portions or the whole of our Terms and Conditions from time to time.

3.3.2. It is your responsibility to check our website regularly and to take note of any changes we may have made to these Terms and Conditions to ensure that you remain aware of and agree with the provisions of our Terms and Conditions. Any amendments hereto shall be effective immediately as of the posting thereof and shall automatically bind you without further notice. Your continued use of our Website following the posting of any amendments shall signify your acceptance of such amendments and your agreement to be bound thereby.

3.4. **Legal Age and Capacity**

3.4.1. We do not accept any users, or representatives of users, under 18 (EIGHTEEN) years of age or who otherwise do not have the relevant capacity to be bound by these Terms and Conditions.

3.4.2. No one may access our website, use our facilities and/or accept these Terms and Conditions if they lack the necessary legal capacity to enter into a valid and binding contract with the Company. It they are so lacking and continue to use our website; such use is at own risk and the Company accepts no responsibility for such use.

3.4.3. By accessing our website and/or using our online facilities, you warrant that you have attained majority status (18 years of age or older), are emancipated or have your parents/legal guardian`s consent to be bound by these Terms and Conditions. You further warrant that your legal capacity is not diminished due to mental incapacity.

4. USE OF THE WEBSITE

4.1. You agree that your use of this Website is for lawful purposes only. You agree that you will not use this Website for any unlawful purpose, including committing a criminal offence, gaining

unauthorised access to other computer systems, or transmitting unlawful material.

4.2. We permit access to content that is protected by copyright, trademarks and other intellectual and proprietary rights, and these Terms and Conditions, as well as applicable copyright, trademark and other laws relating to intellectual property rights shall govern your use of such content.

4.3. You are free to encourage others to access our website and peruse the information and content thereof and you are at liberty to display and print for your personal and non-commercial use, any information that you may receive or obtain by means of our website. You may not, however, reproduce, alter, modify, distribute, or otherwise use any of the materials without the prior written consent of the relevant holder of such right. 'Deep-linking', 'embedding' or using analogous technology is impermissible. Requests for permission to reproduce, distribute or otherwise use materials found on our website should be made to reception@securityhouse.co.za.

4.4. By using this Website, you agree to indemnify us against any loss, damage, harm, claim or any other cost whatsoever that we may sustain as a result of your use of this Website and/or its contents contrary to these Terms and Conditions.

4.5. We reserve the right to suspend access to and/or use of our website, or any part thereof, and/or terminate your user account (if applicable) at any time if we, in our sole discretion, determine that you have not used the Website in accordance with these Terms and Conditions.

5. ACCESS

5.1. Your access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend such access without further notice.

5.2. Although we take reasonable measures to ensure that the Website is available to you at all times, you agree that we shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or your access or use of the Website. We shall not be liable, if for any reason, this Website is unavailable at any time or for any period.

5.3. We reserve the right to restrict access to some or all parts of this Website or only provide access to authorised users, as may be required from time to time.

6. ACCURACY OF WEBSITE CONTENT

6.1. Although we strive to take reasonable steps to ensure that information on our website is accurate and as up-to-date as possible, we do not warrant that the content or information displayed is/shall always be accurate, complete and/or current and you should not assume

that this is always the case, and should consult with us before making any decision to act on this information.

6.2. Information provided on this website is provided without any guarantees, conditions or warranties as to its accuracy. It is recommended that independent legal advice be acquired before any reliance is placed thereon or that you obtain written confirmation from us as to the accuracy of any information provided. We accept no liability, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of any information contained on this website.

7. DISCLAIMER

7.1. To the fullest extent permitted by law, we disclaim all warranties of any kind, whether express or implied, including without limitation to the implied warranties that the content published to this website and/or products promoted on this website are fit for any purpose.

7.2. This website, including all services, content, functions and materials provided via the website, are provided "as is," "as available," without warranties of any kind, either express or implied, including any warranty for information, data, data processing services, uptime or uninterrupted access, any warranties concerning the availability, display-ability, accuracy, precision, correctness, thoroughness, completeness, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and we hereby disclaim any and all such warranties, express and implied. We do not warrant that the Website or the services, content, functions or materials provided via the Website will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the website or the services provided will meet users' requirements.

7.3. We accept no liability, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the website.

8. LIMITATION OF LIABILITY

8.1. You expressly agree that the use of this website is entirely at your own risk. The website and all its contents are provided on an "as is" basis, and we make no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website. We do not warrant that the website's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

8.2. By accessing and using the website, you agree –

8.2.1. to the fullest extent permitted by law, to indemnify the Company, its owners, directors, employees, officials, suppliers, agents and/or representatives against any loss, injury or

damages suffered or liability incurred by reason of any act or omission on your part, or that of any third party acting on your behalf, in connection with your access and use of this website; and

8.2.2. that the Company, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the user, which arises directly or indirectly from reliance of the website and/or its content. The Company, its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where we are expressly advised thereof.

9. EXTERNAL LINKS AND ADVERTISING

9.1. Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.

9.2. Wherever third-party advertising or promotional material is displayed on this website, this should not be construed as us endorsing or creating any relationship between ourselves and that third party. Reliance on any such material is entirely at your own risk.

9.3. Any third party wishing to link to this website from their website must obtain permission from us by directing such request to us, and permission may be granted on terms and conditions agreed upon.

10. INTELLECTUAL PROPERTY

10.1. The Company retains copyright in the website and all current and future content displayed on the website which is not owned by third parties.

10.2. In terms of a limited licence, granted for general use, the Company grants the user, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of the Website for personal, non-commercial and informational purposes only. In addition, the Company grants you permission to copy and distribute information from the Website for non-commercial purposes, provided that –

10.2.1. this information has not been sourced from third parties;

10.2.2. you notify us of such use; and

10.2.3. we are acknowledged as the source by reference to the website address.

10.3. This Website and its contents may not be reproduced, duplicated, copied, resold or otherwise used for any commercial purpose without the express prior written consent of the Company.

10.4. The intellectual property rights in all software and content (including photographic images, logos, text, images, video, audio or other material) made available to you on or through this Website remains the property of the Company and/or its licensors. All such proprietary works, and the compilation of such proprietary works, are the subject of copyright and which belongs to the Company, its affiliates or subsidiaries, and/or any third-party owner of such rights (the "Intellectual Property Owners") and is protected by South African and international copyright laws and treaties around the world. All such rights are reserved by the Company and its licensors. You may however store, print and display the content supplied, but solely for your own personal use.

10.5. Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with the Company and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners.

10.6. All rights in and to the relevant intellectual property in question is reserved and retained by the relevant Intellectual Property Owners. Except as specified in these Terms and Conditions, you are not granted a license or any other right including without limitation under any copyright, trademark, patent or other intellectual property in or to the content.

10.7. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise. Unauthorised use, manipulation, reproduction, modification and/or distribution of the content of this Website is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

11. COOKIES AND TRACKING TECHNOLOGY

11.1. This website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to our website, and understanding how visitors use the Website. Cookies can also help to customise the website for our users.

11.2. Personal information cannot be collected via cookies and other tracking technology; however, if you have previously provided or exposed personally identifiable information, cookies may be tied to such information. Please refer to our Privacy Policy for more information in this

regard.

12. PRIVACY POLICY

12.1. Your privacy matters to us and we are committed to protecting your personal information.

12.2. You may use this Website without providing any personal information. However, so that we can regularly assess and improve the Website, we collect information on the number of visits to the site, pages viewed, etc.

12.3. Please take note that these Terms and Conditions, as well as your access to and use of our website is subject to our Privacy Policy.

13. DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of the Republic of South Africa. Therefore, any dispute arising in relation to these Terms and Conditions shall, to the extent permitted by law, be referred to arbitration in East London at a venue of our choice, applying the Uniform Rules of the High Court of South Africa.

14. GOVERNING LAW

The law governing these Terms and Conditions, including without limitation its interpretation and all disputes arising out of these Terms and Conditions, is the law of the Republic of South Africa and the parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with these Terms and Conditions.

15. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the Company and the user and shall take precedence over any disclaimers and/or legal notices attached to any communications received by the Company from the user.

16. SEVERABILITY

Whenever possible, each provision of these Terms and Conditions shall be interpreted in a manner which makes it effective and valid under applicable law, but if any part of these Terms and Conditions is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, all of which shall remain in full force.

17. INDULGENCE

Any relaxation, indulgence or delay (together “Indulgence”) by the Company in exercising, or any failure by the Company to exercise, any right under this Agreement shall not be construed as a

waiver of that right and shall not affect the ability of the Company to subsequently exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right.

18. COSTS

The Company shall not be liable for costs incurred by users to obtain professional advice relating to these Terms and Conditions.

19. CONTACT US

We welcome your comments and questions regarding these Terms and Conditions. Kindly direct any comments and questions to us via our Contact us page.
umkhombesecurityservices.co.za/contact/