

Terms and Conditions

1 Introduction

- 1.1 This web site www.hymax-bloemfontein.co.za or www.hymaxndc.com (the "Site") is owned and operated by F& G Telecommunications CC t/a Hymax (Reg CK 1996/019317/23)•VAT Registration • 4150225698 (hereinafter collectively referred to as "Hymax NDC").
- 1.2 The following terms and conditions, which include the Privacy Policy applicable to the user's usage of and interaction with the Site, (hereinafter the "T's & C's") govern the relationship between the user and Hymax NDC in the use of the Site.
- 1.3 By using the Site, you are agreeing to comply with and be legally bound by these T's & C's and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Policy.

2 Content

- 2.1 The Site aims to provide general information regarding the consulting, technology and outsourcing products and services that Hymax NDC provides and is not intended to, nor does it constitute, specific advice, or an invitation to invest in Hymax NDC's shares. Information, ideas and opinions expressed on this site should not be regarded as the official opinion of Hymax NDC.
- 2.2 No opinions, research information, data or content contained on the Site (whether posted by Hymax NDC or a third party) should be construed as advice. Before making any decision or taking any action that might affect your business, you should seek specific, professional advice around consulting, technology and outsourcing products and services.

3 Restrictions on use

- 3.1 You may utilise the material contained in the Site for your own, non-commercial use.
- 3.2 You must not, other than as provided for in these T's & C's:
 - a. Reproduce, redistribute, alter or transmit any material or information contained in the Site;
 - b. Use the material for commercial purposes without first obtaining the express written authority of Hymax NDC;
 - c. Remove any copyright, trademark or other intellectual property right notice contained in the material;
 - d. Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of Hymax NDC.
- 3.3 To the extent permitted by law, you hereby indemnify Hymax NDC against any and all claims arising from the use by third parties of any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T's & C's.

Under the above wording you indemnify Hymax NDC against certain claims, and this places various risks, liabilities, obligations and legal responsibilities on you.

4 Registration and cancellation

- 4.1 Some areas of the Site may not be freely accessible. You may be asked to complete a form of registration in order to access other areas of the Site (the "Restricted Areas"). It may be that a charge is payable to obtain access to the Restricted Areas, and if not, Hymax NDC reserves the right to introduce a charge for such access at any time. If such a charge is introduced, Hymax NDC may deny access to the Restricted Areas if you do not pay the relevant charges and comply with any further registration requirements that Hymax NDC may, in its sole discretion, decide to introduce from time to time.
- 4.2 When you register for access to the Restricted Areas, you may be asked to provide certain personal details ("Personal Information"). Hymax NDC will only use the Personal Information in accordance with the Privacy Policy. The Site may use cookies to verify the identity of users who have registered to access the Restricted Areas. For further information on this use of cookies, please see the Privacy Policy.
- 4.3 Hymax NDC reserves the right to terminate your registration to the Restricted Areas and to restrict your access to the Site without notice at any time, provided that, to the extent that the exercise of such right affects your ability to receive or access any information, features or contents for which you have paid or are required to pay any consideration, Hymax NDC will use its reasonable endeavours to exercise such right on notice to you.
- 4.4 You may cancel your registration with the Site at any time by sending an email to admin@hymaxndc.com.

5 Operation of the Site

- 5.1 Hymax NDC reserves the right to suspend or terminate the operation of the Site at any time for the purposes of support and maintenance or to update the information contained on the Site or for any other reason, at the sole discretion of Hymax NDC.
- 5.2 Hymax NDC is not obliged to give any notice of such termination or suspension.

6 Disclaimer

- 6.1 Hymax NDC endeavours to ensure the accuracy and reliability of the Site and the content, materials and products included and available on the Site, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, Hymax NDC does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, truth, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Site will be uninterrupted or error-free.
- 6.2 To the extent permitted by law, you must be satisfied that you may lawfully access the Site, read the pages and/or act upon the material contained in the pages, and Hymax NDC accepts no responsibility for your unauthorised access or actions in respect of these matters.

The above wording will limit and excludes obligations, liabilities and legal responsibilities of Hymax NDC, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

7 Linking to and from the Site

- 7.1 The Site may contain links to third party web sites. These linked web sites are not under the control of Hymax NDC and, to the extent permitted by law, Hymax NDC accepts no responsibility for or liability arising from access to, or the information provided on, any web site which is linked from the Site, or any hyperlink contained in a linked web site.

To the extent permitted by law, you link to any such web site entirely at your own risk and liability and Hymax NDC recommends that you read the privacy policy and any other legal information contained on any third party web site to which you link.

The above wording will limit and excludes obligations, liabilities and legal responsibilities of Hymax NDC, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 7.2 If you wish to establish a link to the Hymax NDC Site, the link must include the Hymax NDC web address www.hymax-bloemfontein.co.za or www.hymaxndc.com. The name to be used in the link is "Hymax NDC". You may not use Hymax NDC's logo without permission, which permission must be obtained in advance in writing from Hymax NDC – admin@hymaxndc.com
- 7.3 Neither this Site nor any of its pages may be included in any other Site. Instead, a link to the Site is required at all times. You may not frame the Site without the prior written consent of Hymax NDC.
- 7.4 The fact that the Site contains a link to or from a third party web site does not necessarily imply that there is any affiliation between Hymax NDC and the third party web site, or that Hymax NDC or its officers or employees endorse the third party web site. The linking web site may not in any way imply that Hymax NDC or any of its officers or employees recommend or endorse any of the linked web site products or services.
- 7.5 Hymax NDC reserves the right to withdraw any permission granted, whether tacitly, verbally or in writing, to link to the Site, at any time if it is deemed by Hymax NDC, in its sole discretion, to be in the best interest of Hymax NDC.

8 Copyright and trademarks

- 8.1 The works of authorship contained in the Site, including but not limited to, all designs, trademarks, logos, data, text and images, whether registered or unregistered, are the intellectual property of Hymax NDC, its affiliates or third parties who have supplied information to Hymax NDC and are protected by South African and international intellectual property laws and conventions.
- 8.2 Hymax NDC reserves the right to take legal action in respect of any reproduction, copying, distribution, framing, uploading to a third party, publication, adaptation, broadcast, public performance or other use or communication to the public of the information contained on the Site without the prior written consent of Hymax NDC.
- 8.3 You are not permitted to use any of the trademarks displayed on the Site without the prior written consent of Hymax NDC or the third party that owns the trademark.

9 Comments and feedback

- 9.1 If you have any questions or comments on, by, or in connection with the Site ("Submissions") and would like to contact Hymax NDC, please send your questions or comments to admin@hymaxndc.com. Hymax NDC values your Submissions, but Hymax NDC shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.
- 9.2 By disclosing, submitting or offering, your Submissions on the Site, you agree to and hereby grant, and you represent and warrant that you have the right to grant, Hymax NDC a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sub-license, to use, copy, publicly perform, digitally perform, publicly display and distribute such Submissions, and to sell, modify, create derivative works from and/or to incorporate such Submissions into other works in any form, medium or technology, whether or not known or hereafter developed, in each case, without compensation to you.
- 9.3 When disclosing, submitting, offering or posting Submissions to the Site, you agree to do so in a responsible and ethical manner, having regard to the following guidelines ("Submission Guidelines"): -
 - a. You are solely responsible for any Submission and other material that you submit to, publish or display on, the Site and the views expressed therein are your individual views and do not reflect the views of Hymax NDC;
 - b. You may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by Hymax NDC;

- c. You may not post any Submission that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or that is subject to any restrictions, or impose any obligations, on the use or further distribution thereof;
 - d. You further agree that you will not: post Submissions that are abusive, harassing, stalking, threatening or attacking others; defamatory, offensive, obscene, vulgar or depicting violence; hateful language targeting race/ethnicity, religion, gender, nationality or political beliefs; fraudulent, deceptive, misleading or unlawful; trolling (posting of inflammatory or off-topic messages with the primary intent of provoking an emotional response) or otherwise deliberate disrupting normal on-topic; spamming in nature; upload files that contain viruses or programs that could damage the operation of other people's computers; search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this Site, if such technology will result in slowing down this Site's server or is a copyright infringement of any data and information available from this Site; commercial solicitation or solicitation of donations; link baiting (embedding a link in your post to draw traffic to your own site).
- 9.4 Hymax NDC may at any time, without prior notice and in its sole discretion, remove any Submission, block any access to the Site or take any other appropriate action against any person who violates the T's & C's in general, and the Submission Guidelines in particular.
- 9.5 Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site may be prosecuted and damages may be claimed in the event that Hymax NDC suffers any damage or loss.
- 9.6 To the extent allowed by law, you hereby indemnify Hymax NDC against any and all claims arising from your Submission.

The above wording will limit and excludes obligations, liabilities and legal responsibilities of Hymax NDC, and also you indemnify Hymax NDC against certain claims and limit and exclude your rights and remedies and this places various risks, liabilities, obligations and legal responsibilities on you.

10 Privacy Policy

- 10.1 Hymax NDC are committed to safeguarding the privacy of its users while providing a personalised and valuable service.
- 10.2 We have reasonable security measures in place to protect against the loss, misuse and interception by third parties of the information under our control, but, to the extent permitted by law, Hymax NDC assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet.

The above wording will limit and excludes obligations, liabilities and legal responsibilities of Hymax NDC, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

11 Consumer Protection Act

- 11.1 If these T's & C's and/or any goods and/or services provided under these T's & C's are regulated by the Consumer Protection Act No 68 of 2008, as amended, replaced or re-enacted from time to time ("Consumer Protection Act"), it is not intended that any provision of these T's & C's contravenes any provision of the Consumer Protection Act and therefore all provisions of these T's & C's must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- 11.2 Nothing in these T's & C's does or purports to limit or exempt Hymax NDC from liability for any loss directly or indirectly attributable to the gross negligence of Hymax NDC or any person acting for or controlled by Hymax NDC where the law does not permit this and this clause also does not require you to assume the risk or liability for this kind of loss where the law does not permit this.

12 Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act

- 12.1 No information or data on this Site constitutes an offer to do business, but is merely an invitation to do business.
- 12.2 No agreements shall be concluded merely by sending a data message to this Site or its owners. Valid agreements will require an acceptance of an offer by Hymax NDC.
- 12.3 No e-mail message shall be deemed to have been received by Hymax NDC until a response has been issued from Hymax NDC. An automated response, from Hymax NDC shall not satisfy this requirement.

13 Information in terms of Section 43(1) of the Electronic Communications and Transactions Act

13.1 In the event that the user is an individual and Hymax NDC offers him goods or services for sale, hire or exchange by way of electronic transactions from, by or through the Site, Hymax NDC makes the following information available to the user, in terms of Section 43(1) of the Electronic Communications and Transactions Act, no. 25 of 2002 as amended ("the Act"):

- a. Full name F& G Telecommunications CC t/a Hymax VAT Registration • 4150225698
- b. Legal status Registered private company
- c. Physical address 171 Waverley Road, Dan Pienaar, Bloemfontein, South Africa Tel: (051) 403-7100
- d. Web-site address www.hymax-bloemfontein.co.za
- e. E-mail address admin@hymaxndc.com
- f. Membership of any self-regulatory or accreditation bodies to which Hymax NDC belongs or subscribes and the contact details of that body Not applicable
- g. Registration number 1996/019317/23
- h. Names of directors FJ Greyvenstein
- i. Place of registration Republic of South Africa
- j. Physical address where Hymax NDC will receive legal service of documents 171 Waverley Road, Dan Pienaar, Bloemfontein South Africa
- k. Description of the main characteristics of the goods or services offered by Hymax NDC to enable the User to make an informed decision on the proposed electronic transaction Hymax NDC provides consulting, technology and outsourcing services over a wide range of industries
- l. Full price of the goods or services, including transport costs, taxes and any other fees or costs As provided to the user per quote / tender
- m. Manner of Payment As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- n. Any terms of agreement, including any guarantees, that will apply to the transaction and how these terms may be accessed, stored and As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise

- reproduced electronically by the User
- o. The time within which the goods will be dispatched or delivered or within which the services will be rendered As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- p. The manner and period within which the User can access and maintain a full record of the transaction As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- q. The return, exchange and refund policy of Hymax NDC As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- r. The alternative dispute resolution code to which Hymax NDC subscribes and how the wording of that code may be accessed electronically by the User As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- s. Where appropriate, the minimum duration of the agreement in case of agreements for the supply of products or services to be performed on an ongoing basis or recurrently As advised to the user by Hymax NDC in the agreement, quote, tender, or otherwise
- t. The rights of the User in terms of Section 44 of the Act where applicable

Section 44. Cooling-off period:

- A consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply – of goods within seven days after the date of the receipt of the goods; or of services within seven days after the date of the conclusion of the agreement.
- The only charge that may be levied on the consumer is the direct cost of returning the goods. If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.
- If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.
- This section must not be construed as prejudicing the rights of a consumer provided for in any other law.

14 General

- 14.1 These T's & C's constitute the sole record of the agreement between you and Hymax NDC in relation to the subject matter hereof. Neither you nor Hymax NDC shall be bound by any express, tacit or 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 you and Hymax NDC in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon Hymax NDC unless agreed to in writing by Hymax NDC. No indulgence or extension of time which Hymax NDC may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Hymax NDC in terms hereof, save in the event or to the extent that Hymax NDC has signed a written document expressly waiving or limiting such rights.
- 14.2 Hymax NDC shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these T's & C's to any third party without notice to you.
- 14.3 To the extent permitted by law, Hymax NDC may update these T's & C's from time to time and you are responsible for periodically reviewing the most current version on the Site. To the extent permitted by law, your continued use of the Site will be deemed your conclusive acceptance of the updated T's & C's. Hymax NDC reserves the right to change or delete any information, features or contents of the pages of the Site at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features or contents for which you have paid or are required to pay any consideration, Hymax NDC will use its reasonable endeavours to exercise this right on notice to you.
- 14.4 All provisions of these T's & C's are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these T's & C's which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these T's & C's shall remain of full force and effect.
- 14.5 This Site is created, hosted, maintained and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these T's & C's, any disclaimers, copyright and use statements contained in the Site, and any legal matter resulting from the use or inability to use this Site, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, Hymax NDC may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained in the Site.
- 14.6 All disputes in terms of the use of this Site or any agreement flowing therefrom, or relating to the inability to use this Site, will be referred at the sole discretion of Hymax NDC either to adjudication in the High Court of South Africa, or to arbitration in terms of the Commercial Rules of Arbitration of the Arbitration Foundation of Southern Africa (AFSA) and such arbitration shall be held in Johannesburg, South Africa and conducted in the English language.
- 14.7 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Hymax NDC shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, Hymax NDC makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be uninterrupted and error free.
- 14.8 This Site 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 him or herself, prior to entering into this agreement with Hymax NDC, that the service available from and through this Site will meet the user's individual requirements and be compatible with the user's hardware and/or software.

15. Conditions of internet access

15.1 Hymax NDC will make the service available to you on the Activation Date.

15.2 Hymax NDC will issue a user name and password prior to the Activation Date in order to enable you to gain access to and/or use a service. You will not be able to access and/or use a service without a user name and password.

15.3 You agree that:

15.3.1. you will use your user name and password for your own personal use only;

15.3.2. you will not disclose your user name and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;

15.3.3. in the event that your password is compromised, you will immediately notify Hymax NDC and change your password;

15.3.4. you, in your capacity as the holder of the user name and password, are solely responsible for all payments in respect of a service charged to your Hymax NDC account, irrespective of whether the service has been utilized or is being utilized by you or not;

15.3.5. the entire amount outstanding on your Hymax NDC account will be deemed to have arisen from (or relate to) your access to and/or use of a Hymax NDC service;

15.3.6. you will not, at any time, permit and/or initiate a simultaneous network log-in; and

15.3.7. you will not attempt to circumvent Hymax NDC user authentication processes or engage in attempts to access Hymax NDC's network where not expressly authorised to do so.

16. Payment

16.1 Billing will commence on the Activation Date.

16.2 You agree to pay all amounts due under this Agreement in consideration for a service or product, in accordance with the service or product specific terms under which that service is rendered or that product is offered. Amounts recorded in the service and product specific terms include transport costs and exclude VAT, unless otherwise indicated.

16.3 All amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct debit order in favour of Hymax NDC (drawn against a current banking account nominated by you), or in such other manner as Hymax NDC may from time to time determine. You agree that:

16.3.1 by furnishing your bank details to us, you instruct and authorise Hymax NDC to draw all amounts payable in terms of this agreement from the account specified (or any other bank or branch to which it may be transferred);

16.3.2 that the debit order will commence on the Agreed Date and continue until termination of this Agreement and The service or product specific agreement under which a service is rendered or a product provided;

16.3.3 you will sign all such forms and do all such things as may be necessary to give effect to the debit order as contemplated in this clause 16.3.

16.4 You are required to direct any complaint or dispute in connection with a payment to Hymax NDC will reach a decision on the billing complaint and communicate it to you within fourteen (14) Business Days of receipt of the complaint.

16.5 Should you, fail to pay any amount on the due date for payment notwithstanding receipt of Hymax NDC decision referred to in clause 16.4, then Hymax NDC may, without prejudice to any of its other rights:

16.5.1 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms; and if the debt arises from an agreement which is a credit agreement, then in accordance with the collection and repayment practices as prescribed in the NCA;

16.5.2 charge interest at the rate of 2% above the prime overdraft rate published by Hymax NDC bankers from time to time on the overdue amount, calculated from the due date until the date of payment (both dates inclusive), which interest, if charged, will be capitalised monthly;

16.5.3 suspend your access to the service without notice to you until such time as the outstanding amount has been paid in full; or

16.5.4 terminate this agreement with immediate effect.