



TERMS OF USE

(v05-06-2018)

IMPORTANT LEGAL NOTICE, PLEASE READ CAREFULLY:

THESE TERMS OF USE APPLY TO YOUR ACCESS TO E4'S WEBSITE, WEB APPLICATION OR MOBILE APP AND TO ANY OF THE SERVICES YOU HAVE ENGAGED E4 TO PROVIDE.

BY CONTINUING TO ACCESS AND MAKE USE OF E4'S WEBSITE, WEB APPLICATION OR MOBILE APP, YOU WARRANT AND CONFIRM THAT:

- 1. YOU HAVE READ THE TERMS AND CONDITIONS THAT APPEAR IN THESE TERMS OF USE;***
- 2. YOU UNDERSTAND THE RIGHTS AND OBLIGATIONS SET OUT IN THESE TERMS OF USE;***
- 3. YOU ARE DULY AUTHORISED TO ACT ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT;***
- 4. YOU, AND THE LEGAL ENTITY YOU REPRESENT, AGREE TO BE CONTRACTUALLY BOUND BY THE TERMS AND CONDITIONS THAT APPEAR IN THE LATEST VERSION OF THESE TERMS OF USE, AS PUBLISHED ON E4'S WEBSITE, WEB APPLICATION OR MOBILE APP AT THE TIME OF EACH ACCESS BY YOU; AND***
- 5. YOU GRANT TO E4 THE RIGHTS SET OUT IN THESE TERMS OF USE.***

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS THAT APPEAR IN THESE TERMS OF USE, YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE ACCESSING THE E4 WEBSITE, WEB APPLICATION OR MOBILE APP AND MAKING USE OF ANY OF THE SERVICES PROVIDED BY E4.



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1. DEFINITIONS:

“**authorisations**” means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfill your obligations under these Terms of Use.

“**e4**”, “**e4 Group of Companies**”, “**our**”, “**us**”, or “**we**” means, as indicated by the context, any of the following companies:

<u>Company name:</u>	<u>Reg. No:</u>	<u>Website(s):</u>
ASSIMILATED INFORMATION SYSTEMS (PTY) LTD	2006/001245/07	www.aissa.co.za
DC PARTNER (PTY) LTD	2008/018741/07	www.dcpartner.co.za
E4 LEGAL STUDIO (PTY) LTD	2009/003290/07	www.e4legalstudio.co.za
E4 STRATEGIC (PTY) LTD	2006/027343/07	www.e4.co.za www.stordoc.co.za www.courtworks.co.za www.vaultworks.co.za www.abtrace.co.za www.nadir.co.za
ENSEMBLE TRADING 113 (PTY) LTD	2012/017485/07	www.finwise.biz www.debtwiseprogram.com
E FOUR STRATEGIC (NAMIBIA) (PTY) LTD	2004/548 (Namibia)	www.e4.co.za
SEARCHWORKS 360 (PTY) LTD	2015/095845/07	www.searchworks.co.za

and any of their holding companies, subsidiaries, as well as subsidiaries of their holding companies from time to time, as the case may be.

“**e4 staff**” means any of e4’s directors, employees, agents, contractors and/or consultants, as the case may be.

“**material**” means the content, trademarks, copyrights, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on our website, web application or mobile app.

“**regulatory provision**” means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the e4 website, web application or mobile app and/or use of the services.

“**services**” means any of the services provided by us via this e4 website, web application or mobile app; e.g. *information system services* and/or *intermediary services* (as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)).

“**Terms of Use**” means that part of the contract between you and e4, as recorded by the terms and conditions set out in this document.

“**transaction**” means an electronic transaction, including the provision and/or storage of information.

“**You**” and/or “**your**” means you, the person (natural and/or legal) accessing our website, web application or mobile app and/or making use of the services, and includes the person you represent in any transaction when making use of the services.

2. **OTHER TERMS THAT
MAY TAKE THE
PLACE OF THESE
TERMS OF USE:**

Should any of the terms of these Terms of Use conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures (or digital signatures created using a LAWtrust issued digital certificate (see www.lawtrust.co.za)), with e4, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail. **NO TERMS AND CONDITIONS CONTAINED ON YOUR PURCHASE ORDER, ORDER ACCEPTANCE FORMS AND/OR INVOICES SHALL APPLY TO, SUPPLEMENT OR SUPERSEDE ANY TERMS AND CONDITIONS OF THESE TERMS OF USE.**

3. **PIN CODE & DIGITAL
ID:**

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PIN) and/or digital identity (e.g. digital certificate) that may be issued to you and used, amongst other things, to identify you to the e4 website, web application or mobile app, and you shall be fully responsible for all activities that occur when the PIN code or digital identity, as the case may be, is used,

with or without your knowledge.

The PIN code and/or digital identity shall be used on such terms and conditions as may be applicable from time to time, as may be published on the e4 website, web application or mobile app. In particular, should you be using a digital certificate, you shall ensure you are familiar with and understand the terms and conditions applicable to the issuance and subsequent use by you of the digital certificate as set out in the LAWtrust *subscriber agreement*, the e4 *registration authority charter* (RA Charter) and the LAWtrust *certification practice statement* (CPS), which may be accessed at www.lawtrust.co.za and www.e4.co.za.

UNDER NO CIRCUMSTANCES MAY YOU PERMIT OR OTHERWISE ALLOW ANY OTHER PERSON TO USE YOUR PIN CODE AND/OR DIGITAL IDENTITY. Only you are authorised to use the PIN code and/or digital identity issued to you. The use of your PIN code and/or digital identity by any other person compromises the integrity thereof, and requires such PIN code and/or digital identity to be revoked. FURTHER USE BY YOU OF A COMPROMISED PIN CODE AND/OR DIGITAL IDENTITY IS NOT PERMITTED, and you are required to apply to be re-issued with a new PIN code and/or digital identity.

YOU AGREE TO IMMEDIATELY NOTIFY e4 OF ANY COMPROMISE, OR SUSPECTED COMPROMISE, OF ANY PIN CODE AND/OR DIGITAL IDENTITY, AS THE CASE MAY BE, AND YOU INDEMNIFY US AGAINST ANY LOSS, DAMAGE, OR INJURY ARISING FROM YOUR FAILURE TO COMPLY HEREWITH.

4. SERVICES:

We will perform the services selected by you with reasonable skill and care. You confirm that the scope of the services are sufficient for your requirements.

IT IS AT ALL TIMES YOUR RESPONSIBILITY TO ENSURE YOUR SELECTION OF EACH SERVICE MADE AVAILABLE FOR USE THROUGH OUR WEBSITE, WEB APPLICATION OR MOBILE APP IS UP TO DATE AND IN ACCORDANCE WITH YOUR REQUIREMENTS. YOU AGREE TO INFORM US TIMEOUSLY IN WRITING OF ANY CHANGES IN YOUR REQUIREMENTS AND WHICH SERVICES ARE REQUIRED TO BE ADDED TO OR DELETED FROM YOUR ACCOUNT. FAILURE TO DO SO WILL RENDER YOU LIABLE FOR THE CHARGES FOR SERVICES YOU ARE POTENTIALLY NO LONGER MAKING USE OF.

Certain of the services made available for use through our website, web application or mobile app may be governed by license terms that establish a separate binding contract with the respective licensor. You agree to indemnify us against any breach of these license terms by you. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of such services, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

5. TRAINING:

We offer various training options such as short solution videos, interactive videos, PDF quick guides and online webinars for more advanced training. You can access all training material or book for online training via our website, web application or mobile app.

In addition, we also offer monthly training information sessions in person around the country (as required). It is up to you to arrange for e4 to provide you with training, at a time suitable to both parties. You are also responsible for ensuring the attendance of any of your staff enrolled for a particular course, including costs of travel, accommodation, and subsistence; and forfeit course fees of those of your staff whose attendance is not cancelled at least 2 business days prior to the commencement of the course concerned.

IT IS AT ALL TIMES YOUR RESPONSIBILITY TO ENSURE YOU ARE PROPERLY TRAINED AND THAT YOU REMAIN UP TO DATE ON HOW TO USE EACH SERVICE MADE AVAILABLE FOR USE THROUGH OUR WEBSITE, WEB APPLICATION OR MOBILE APP. SOME OF OUR SERVICES ARE COMPLICATED AND WHILST INITIALLY MAY APPEAR EASY TO USE, MISTAKES CAN BE MADE, SOME COSTLY.

6. YOUR CONDUCT & MATERIAL ON OUR WEBSITE, WEB APPLICATION OR MOBILE APP:

In making use of the services offered by us, you may, from time to time, copy, upload, download, or share any material that belongs to you. You retain full ownership of this material, and we don't claim any ownership to it. You do however give us permission to do those things we deem necessary to be able to provide the services, which includes the choices we make to technically administer the services (e.g. backing up and storing data). This permission also extends to our third-party service providers we work with to provide the services (e.g. Internet Solutions).

While using the services, you are, and at all times remain, solely responsible for:

- (a) your conduct;
- (b) the content of your material;
- (c) maintaining and backing up your material;
- (d) loss or corruption of any of your material;
- (e) your electronic communications;
- (f) what you copy, share, upload, download or otherwise use/share with others;

and you agree to indemnify, defend and hold us harmless against all legal costs, charges, loss or damage which we may sustain as a result of any of the aforesaid for which you are responsible whilst using our services.

7. **ACCEPTABLE USE OF THIS E4 WEBSITE, WEB APPLICATION OR MOBILE APP:**

YOU ACKNOWLEDGE AND AGREE NOT TO MISUSE OUR WEBSITE, WEB APPLICATION OR MOBILE APP.

In this regard you may not, without limitation:

- (a) infringe the intellectual property rights, including copyright, of others;
- (b) copy, upload, download, or share any material unless you have the lawful right to do so;
- (c) probe, scan, or test the vulnerability of the e4 website, web application or mobile app, including any of our other systems and/or networks;
- (d) breach or otherwise circumvent any security or authentication measures;
- (e) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the services offered;
- (f) plant malware, spyware or otherwise use the services to distribute malware

or spyware;

- (g) access or search the services by any means other than our publicly supported interfaces (for example, “scraping”);
- (h) send unsolicited communications, promotions or advertisements, or spam;
- (i) send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- (j) publish anything that is fraudulent, misleading, or infringes another’s rights;
- (k) promote or advertise products or services other than your own without appropriate authorisation;
- (l) impersonate or misrepresent your affiliation with any person or entity;
- (m) publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- (n) violate any applicable regulatory provision in any way, or to violate the privacy of others, or to defame others.

8. FEES, CHARGES & DEBIT ORDERS:

For the services, you agree to pay all applicable fees and charges, free of conditions, set-off, bank exchange, commission or any other deduction to you, and you agree not to defer, adjust or withhold any such payment.

You agree that we at all times have the right to vary our fees and charges as we may deem necessary.

Unless otherwise indicated, all fees and charges communicated to you exclude VAT.

WE RESERVE THE RIGHT TO:

- (a) **CHARGE INTEREST AT THE MAXIMUM RATE PERMITTED BY LAW, AND/OR**
- (b) **SUSPEND THE PROVISION OF THE SERVICES, WITHOUT INCURRING ANY LIABILITY, IN THE EVENT THAT YOU, FOR WHATEVER**

REASON, REFUSE, FAIL AND/OR NEGLECT TO MAKE ANY PAYMENT OF ANY AMOUNT INVOICED BY e4 IN TERMS HEREOF.

Where payment is made by debit order, it is at all times your responsibility to: (i) carefully check and confirm that your debit order details are still correct and that any amounts debited by us from your account are consistent with the amounts reflected in the invoices and statements we have sent you; and (ii) to notify us timeously in writing of any changes required to be made, or inconsistencies that need to be rectified.

9. REFUND POLICY:

Any request for a refund will be processed and investigated by us on a per request basis, having due regard to the nature of the services provided by us, your conduct in making use of the services and your compliance with these Terms of Use. Each request will be assessed by us on its merits.

Any request for a refund needs to be made in writing. Your request also needs to contain sufficient detail to enable us to properly investigate the merits of your claim for a refund.

After you have submitted your request, you need to be and remain available to respond to any queries we may have whilst we investigate the merits of your claim. We will endeavour to investigate your claim and formally respond in writing within 21 days from that date of receipt by us of your initial request therefor. Should you qualify for refund, such will be processed within 7 days thereafter.

10. LINKS TO & FROM OTHER WEBSITES, WEB APPLICATIONS OR MOBILE APPS:

Links to third party websites, web applications or mobile apps on our website, web application or mobile app are provided solely as a convenience to you. If you use these, links, you will leave our website, web application or mobile app and/or our secure environment. We have not reviewed any or all of these third-party websites, web applications or mobile apps and do not control and are not responsible for any of these websites, web applications or mobile apps or their content. Thus, we do not endorse nor make any representations about them, or any information, software or other services or materials found there, nor any results that may be obtained from using them. If you decide to access any of the third-party websites, web applications or mobile apps, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website, web

application or mobile app.

11. **INTELLECTUAL
PROPERTY RIGHTS:**

At all times, all right, title and interest in and to our materials remains vested in us (i.e. belongs to us) and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by regulatory provisions. These materials may not be copied, reproduced, modified, published, uploaded, posted to other websites, web applications or mobile apps or otherwise distributed in any way, without our prior written permission. Save as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any right to you to use or reproduce the materials. All our rights in this regard are and remain reserved.

12. **ELECTRONIC
COMMUNICATION:**

When you make use of any of the services and/or send e-mails to us, you consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be "in writing".

13. **HARDWARE:**

The terms applicable to any hardware rented or sold to you will appear in the applicable *Hardware Rental Agreement* and the *Hardware Sale Agreement*. **We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such hardware, and any remedy you seek to enforce shall be governed by the terms of the aforesaid rental and sale agreements.**

14. **SOFTWARE:**

Any software made available on or through our website, web application or mobile app or any hardware rented or sold to you is governed by license terms that establish a binding contract with a licensor. **YOU AGREE TO INDEMNIFY US AGAINST ANY BREACH OF THESE LICENSE TERMS. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.**

15. **DATA PROTECTION:**

You agree to act fully in compliance with applicable data protection laws.

You further agree that we may collect, process, use and store personal

information for purposes of:

- (a) providing the services;
- (b) maintaining our internal administrative or client relationship management systems, including the use of third party IT outsourced providers;
- (c) quality and risk management reviews; and
- (d) providing you with information about our range of services.

YOU AGREE AND UNDERTAKE TO OBTAIN WRITTEN CONSENT FROM A DATA SUBJECT FOR SUCH COLLECTION, PROCESSING, USE, TRANSFER OR STORAGE OF A DATA SUBJECT'S PERSONAL INFORMATION WHENEVER THIS IS REQUIRED.

16. COMPLIANCE WITH LEGISLATION:

You shall at your own risk and expense procure all authorisations that you may require in order to access the e4 website, web application or mobile app and/or make use of the services. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third party.

You agree to comply, at all times, with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the services. You agree to indemnify us against any breach by you of the aforesaid authorisations and regulatory provisions.

17. DISCLAIMER & RISK:

THE USE OF THIS E4 WEBSITE, WEB APPLICATION OR MOBILE APP, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE E4 WEBSITE,

WEB APPLICATION OR MOBILE APP WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS, THE e4 STAFF, AND ANY OTHER COMPANY FORMING PART OF THE e4 GROUP OF COMPANIES WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF OUR WEBSITE, WEB APPLICATION OR MOBILE APP OR THE SERVICES, AS SET FORTH BELOW.

UNDER NO CIRCUMSTANCES ARE WE, OUR LICENSORS, OUR SUPPLIERS AND THE e4 STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY WHATSOEVER, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, AND THE e4 STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE, WEB APPLICATION OR MOBILE APP AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.

19. CHOICE OF LAW, JURISDICTION & COSTS:

These Terms of Use are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Terms of Use will be subject to the jurisdiction of the South African courts.

IN THE EVENT WE NEED TO INSTRUCT ATTORNEYS TO PROTECT OR ENFORCE ANY OF OUR RIGHTS AGAINST YOU IN TERMS OF THESE TERMS

OF USE, AND SHOULD WE BE AWARDED COSTS BY AN ARBITRATOR OR COURT, YOU AGREE YOU ARE RESPONSIBLE FOR AND UNDERTAKE TO REIMBURSE US SUCH COSTS ON AN “ATTORNEY-AND-OWN-CLIENT” BASIS, AS PER THE MANDATE BETWEEN US AND OUR ATTORNEYS.

20. ADDRESS FOR LEGAL PROCESS:

We choose the following address and email at where we will accept service of court papers, among other documents (i.e. our chosen *domicilium citandi et executandi*):

Physical address: c/o e4 Strategic (Pty) Ltd
(attention: the e4 Legal Advisor)
55 Sixth Road
Hyde Park 2196
Johannesburg
Republic of South Africa

Email: legal@e4.co.za

We may change the above details by updating these Terms of Use from time to time. Please ensure you use the address and email that appear in the version of these Terms of Use published on the e4 website, web application or mobile app at the time you intend to serve court papers or other documents.

21. INVALID, VOID & UNENFORCEABLE TERMS:

Should any term herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of these Terms of Use shall nonetheless remain in full force and effect.

22. NO WAIVER:

Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

23. NO VARIATION:

No alteration, variation, or consensual cancellation of these Terms of Use, including this clause, shall be of any force or effect, unless it is recorded in writing and signed (as defined further on) by both you and e4; “signed” referring to either a hand-written signature, or an “advanced electronic signature” as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).



24. **QUERIES:** Any queries regarding these Terms of Use must be directed to our legal department on 011 731 8001 or legal@e4.co.za.

25. **ECT ACT INFORMATION (ACT NO. 25 OF 2002):**

<u>Company name:</u>	See definition of “e4” in clause 1 above.
<u>Registration number:</u>	See definition of “e4” in clause 1 above.
<u>Physical address:</u>	55 Sixth Road Hyde Park Johannesburg 2196 Republic of South Africa
<u>Postal address:</u> <u>(local or international)</u>	Postnet Suite 104 Private Bag X11 Birnam Park Johannesburg 2015 Republic of South Africa
<u>Docex address:</u> <u>(local)</u>	Docex 15 Hyde Park
<u>Website address:</u>	See definition of “e4” in clause 1 above
<u>Email address:</u>	info@e4.co.za (general) legal@e4.co.za (legal)
<u>Telephone number:</u>	0860 877 877 (local) 011 731 8001 (local) +2711 731 8001 (international)