



## Terms of Use

### 1. Introduction

1.1 By accessing the Katlego Solutions website, web pages or any part thereof for any reason whatsoever, the User agrees to the terms and conditions as set out below and of Katlego Solutions when accessing the website.

### 2. Definitions

2.1 "Website" means [www.katlegosolutions.co.za](http://www.katlegosolutions.co.za), operated and owned by Katlego Solutions, including any page, part of element thereof.

2.2 "Katlego Solutions" means Katlego Solutions (Pty) Ltd, a company duly registered in terms of the South African Company Laws with registration number 1999/026384/07, including its subsidiaries, shareholders, group companies and business units.

2.3 "User" means any person whoever accesses or uses the Katlego Solutions website, notwithstanding that such a person only visits the Katlego Solutions website home page.

### 3. Acceptable Use

3.1 This website is intended to provide the User only with information regarding Katlego Solutions and the services it offers. Katlego Solutions does not warrant the accuracy or correctness of any information published herein and shall not be liable for any losses pursuant thereto.

3.2 Content from the Katlego Solutions website may not be used or exploited by Users for any commercial and non-private purposes without prior written consent of Katlego Solutions, which consent Katlego Solutions may withhold at its sole and absolute discretion.

3.3 Users may not use the Katlego Solutions website for:

3.3.1 Illegal purposes

3.3.2 Harmful purposes

3.3.3 The creation, storage and sending of unsolicited commercial communications.

3.4 Should any User use content from the Katlego Solutions website in breach of the provisions detailed herein, Katlego Solutions, without prejudice to any other rights which it may have:

3.4.1 Reserves the right to claim damages from the User.

3.4.2 Reserves the right to institute criminal proceedings against the User; and

3.4.3 Shall not be liable, in any manner whatsoever, for any damage, loss or liability that



resulted from the use of such content by the User or any third party who may have obtained consent from the User.

**3.5** Hyperlinks to the Katlego Solutions website from any other source shall be directed at the home page of the Katlego Solutions website. Links beyond the Katlego Solutions home page may only be used with Katlego Solutions's prior written consent.

**3.6** Katlego Solutions shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Katlego Solutions website, if such content, products or services were accessed through a hyperlink not directed at the home page of the Katlego Solutions website. Persons that wish to link to pages beyond the home page of the Katlego Solutions website without Katlego Solutions's prior written consent shall do so at their own risk and indemnify Katlego Solutions against any loss, liability or damage that may result from the use of such hyperlinks. Katlego Solutions's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

**3.7** Apart from bona fide search engine operators and use of the search facility provided on the Katlego Solutions website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Katlego Solutions website for any purpose whatsoever, without the prior written consent of Katlego Solutions. No modification and/or reverse engineering whatsoever of any content of this website is permitted.

**3.8** E-mail addresses, names, telephone numbers and fax numbers published on the Katlego Solutions website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Katlego Solutions website may be used to communicate unsolicited communications to Katlego Solutions and all rights detailed in section 45 of the Electronic Communications and Transactions Act 25 of 2002 (ECT Act).

#### **4. Intellectual Property Rights**

**4.1** All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, logos, hyperlinks, private information, and designs are the property of and or/ licensed to, Katlego Solutions, and as such, are protected from infringement by domestic and international legislation and treaties. Intellectual property on this site are expressly reserved.

#### **5. Electronic Communications**

**5.1** By using this web site or communicating with Katlego Solutions by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy any legal requirement, including but not limited to



the requirement that such communications should be “in writing” as per the definition contained in the Electronic Communications and Transactions Act 25 of 2002.

## **6. Changes and Amendments**

**6.1** Katlego Solutions expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice or justification; and

**6.2** Katlego Solutions reserves the right to change and amend without further notice the information quoted as well as the terms and conditions on this website.

## **7. Privacy Policy and conditions for lawful processing of personal information in terms of Chapter 3 of the Protection of Personal Information Act 4 of 2013**

**7.1** Katlego Solutions shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act 4 of 2013 (“POPI”).

**7.2** Katlego Solutions may collect, store and use the following personal information of Users:

**7.2.1** Name and surname

**7.2.2** Identity number

**7.2.3** Katlego Solutions account number

**7.2.4** Street and postal address

**7.2.5** Contact numbers

**7.2.6** Non-personal browsing habits and click patterns

**7.2.7** E-mail address; and

**7.2.8** IP address

**7.3** Katlego Solutions collects, stores and uses the abovementioned information for the following purposes;

**7.3.1** To communicate requested information to the User

**7.3.2** To provide services to the User as requested by the User

**7.3.3** To authenticate the User

**7.3.4** To provide the User with access to restricted pages on this website

**7.3.5** To compile non-personal statistical information about browsing habits, click-patterns and access to the Katlego Solutions website.

**7.4** The Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently



through their browser settings. For purposes of this clause, a cookie means a small computer file created by a web browser to save User information for web site. Cookies ensure that Katlego Solutions is able to continually improve its website. Katlego Solutions utilise “first party cookies” (originating from us) to simply track the User’s visits between sessions and deliver a more personalised experience. Katlego Solutions also utilise “third party cookies” (not originating from us) to provide traffic analysis and tracking.

**7.4.1** Katlego Solutions may collect, maintain, save, compile, share, disclose and sell any information collected from Users, subject to the following provisions:

**7.4.1.1** Katlego Solutions shall not disclose personal information from Users unless the User consents thereto.

**7.4.1.2** Katlego Solutions shall disclose personal information without the User’s consent only through due legal process

**7.4.1.3** Katlego Solutions may compile, use and share any information that does not relate to any specific individual.

**7.4.2** Katlego Solutions owns and retains all rights to non-personal statistical information collected and compiled by the Katlego Solutions

**7.4.3** This clause serves as a notification to the User to be aware that Katlego Solutions will be collecting the above mentioned personal information.

## **7.5 Information Sharing and Disclosure**

**7.5.1** Katlego Solutions sends personally identifiable information about the User to other companies or people when;

**7.5.1.1** We have the User’s consent to share the information; or

**7.5.1.2** It is appropriate to comply with law.

**7.6** By using this website, the User consents to the following:

**7.6.1** Katlego Solutions and its commercial partners may use the Users’ personal information to communicate with the User from time to time. Users unsubscribe if they do not wish to receive such communications with express notification.

**7.6.2** Katlego Solutions may use the User’s information for general and particular statistical purposes.

## **8. Agreements in Terms of Section 21 of the Electronic and Communications and Transaction Act 25 of 2002**

**8.1** No information or data on this web site constitutes an offer to do business, but is merely an invitation to do business.



**8.2** No agreements shall be concluded merely by sending a data message to this web site or its owners. Valid agreements will require a written acceptance of a written offer by Katlego Solutions.

**8.3** No e-mail message shall be deemed to have been received by Katlego Solutions until a response has been issued from Katlego Solutions. An automated response, from Katlego Solutions, shall not satisfy this requirement.

## **9. Searching Technology**

**9.1** The use of search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from this web site is not permitted. If such technology will result in slowing down this web site’s server or copyright infringement of any data and information available from this web site.

## **10. Links to Third Party Sites**

**10.1** Katlego Solutions may provide links to other web sites only as a convenience to the User and the inclusion of any link does not imply Katlego Solutions’s endorsement of such sites.

**10.2** Linked web sites or pages are not subject to the control of Katlego Solutions. Katlego Solutions shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site.

## **11. Security of Information**

**11.1** Katlego Solutions shall take all reasonable steps to secure a User’s information.

**11.2** Users undertake not to divulge their User name and passwords to any other person.

**11.3** It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorized access to any information on this web site. It is also forbidden to deliver or attempt to deliver any unauthorized, damaging or malicious code to this web site.

**11.4** Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Katlego Solutions website or the server and computer network that support the Katlego Solutions website.

**11.5** Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that Katlego Solutions should suffer any damage or loss, civil damages will be claimed.



## **12. Disclaimer and limitation of liability**

**12.1** Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, Katlego Solutions shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, Katlego Solutions makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be uninterrupted and error free.

**12.2** This web site is supplied on an “as is” basis to the extent permitted by law, 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 Katlego Solutions, that the service available from and through this web site will meet the User’s individual requirements and be compatible with the User’s hardware and/or software.

**12.3** Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Katlego Solutions.

## **13. Damages, loss, and liability**

**13.1** Neither Katlego Solutions nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any information and/or services on this web site.

## **14. Offensive e-mail content**

**14.1** Our employees using the e-mail system are subject to policies that prohibit:

**14.1.1** The obscuring, suppressing, or replacing another User’s identity on an e-mail (pretending to be someone else);

**14.1.2** The use of Katlego Solutions’s information and communications systems for the exercise of the employee’s right to free speech;

**14.1.3** Sexual, religious, political and racial harassment;

**14.1.4** Profanity, obscene, offensive, derogatory or defamatory remarks; and

**14.1.5** Otherwise unlawful communication via e-mail.

**14.2** Accordingly, if an e-mail sent by a Katlego Solutions breaches any of these provisions, that e-mail is sent in that person’s personal capacity and Katlego Solutions is not liable for such messages. Katlego Solutions will take appropriate disciplinary action against any person breaching these provisions and the User can report any such breach to [legal@katlegosolutions.co.za](mailto:legal@katlegosolutions.co.za)

## **15. Severability**

**15.1** These Terms of Use constitute the entire agreement between Katlego Solutions and the User of this web site. Any failure by Katlego Solutions to exercise or enforce any



right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

**15.2** In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

#### **16. Applicable and Governing Law**

**16.1** This web site is hosted, controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use this web site and these terms and conditions.

#### **17. Domicilium Citandi Et Executandi**

**17.1** If the User has any questions, queries or wishes to request permission to use any part of this website, including, linking, framing, or searching, please contact Katlego Solutions at:

Address: 820 16<sup>th</sup> Road, Midrand, Gauteng.

Attention: Managing Executive

Email: [legal@katlegosolutions.co.za](mailto:legal@katlegosolutions.co.za)

#### **18. General**

**18.1** No indulgence which Katlego Solutions may grant to the User shall constitute a waiver of, whether by estoppel or otherwise, limit any of the existing or future rights of Katlego Solutions in terms hereof, save in the event and to the extent that Katlego Solutions has signed a written document expressly waiving or limiting such right.