

**PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE BEFORE  
ENGAGING WITH OUR WEBSITE**

**1. TERMS OF WEBSITE USE**

- 1.1. These terms of use ("Terms of Use"), together with the documents referred to in it, tells you the terms and conditions on which you may make use of our website – <https://www.collabrinet.com/> (including login facility and database any of our social network sites (our website and social network sites collectively referred to as ("our site")), whether as a guest or a User. Use of our site includes accessing, browsing, or registering to use our Services.
- 1.2. **Take note: when you utilise any of the Services made available by Collabrinet, specific Service Terms and Conditions will apply, which will be made available to you prior to the use of the selected Services.**
- 1.3. By using our site in whatsoever manner, you confirm that you are 18 years and older and that you accept these terms of use and that you agree to comply with them.
- 1.4. If you do not agree to these terms of use, you must not use our site or Application.

**Please pay specific attention to the BOLD paragraphs of the Terms of Use. These paragraphs limit the risk or liability of Collabrinet, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Collabrinet or is an acknowledgement of any fact by you.**

**2. OTHER APPLICABLE TERMS**

- 2.1. These terms of use refer to the following additional terms, which also apply to your use of our site:
  - 2.1.1. our **Privacy Policy**, which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us. By using our site or Platform, you consent to such processing, and you warrant that all Personal Information provided by you is accurate.
  - 2.1.2. our **Acceptable Use Policy**, which sets out the policy and conditions when you want to upload content to our site or Platform.
- 2.2. If you register to access the Platform and utilise our Services, our Terms of Services ("**Terms of Services**"), and these Terms of Use will apply to the provision of the Services via our site.

**3. INFORMATION ABOUT US**

- 3.1. **Website:** Our website is owned and operated by COLLABRINET (PTY) LTD ("Collabrinet", "we", "us", "our").
- 3.2. **Registration Number:** 2024/416364/07
- 3.3. **Registered Address:** Suite 8, 2 Reiger Street, Stellenberg, Western Cape, 7500 ("**Premises**").
- 3.4. For more information about Us, kindly [click here](#).

**4. CHANGES TO THESE TERMS**

- 4.1. We may revise these terms of use or any other term(s) as referred to under these terms of use (including this clause) at any time. The amendments will be applicable when published on our site.
- 4.2. The Terms of Use and other terms available on our site (including but not limited to the Term of Service) at the time of submission of an order for Services will apply. Amendments to any term shall not affect previously accepted orders.

**5. CHANGES TO OUR SITE**

- 5.1. We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2. We may suspend, terminate, withdraw, discontinue, or change all or any part of our site without notice to you. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period.

**6. ACCESSING OUR SITE**

- 6.1. **Access to and use of our site** is made available free of charge.
- 6.2. **Use of our Services:** Applicable fees in terms of certain value-added services will be presented to you once you have accessed the Platform. You will not be charged any fees unless you have agreed to it;
- 6.3. **We do not guarantee** that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site (including but not limited to the Services) without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 6.4. You are responsible for making all arrangements necessary for you to have access to our site and Services, including but not limited to mobile data and the costs associated with it. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 6.5. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## Terms of Use

- 6.6. **For now our site is directed to people residing in the Republic of South Africa.** We do not represent that content available on or through our site are appropriate or available in other locations. We may limit the availability of our site, or any Service described on our site to any person or geographic area at any time.

### 7. RIGHTS GRANTED TO YOU

- 7.1. Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to:
- 7.1.1. access and use our site solely in connection with your use of the Services; and
  - 7.1.2. access and use any content, information and related materials that may be made available on our site and through the Services, in each case solely for your **personal, non-commercial use**.
- 7.2. Any rights not expressly granted herein are reserved by us and our licensors.
- 7.3. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 7.4. **IMPORTANT: Except where specifically stated that we will provide a specific service, i.e. our Risk Analyser, we are only interested in bringing together parties, i.e. third-party service providers (Contractors) and the third party that wish to make use of the third-party service. YOU ACKNOWLEDGE AND AGREE THAT WE ARE A TECHNOLOGY SERVICE PROVIDER THAT VIA OUR SERVICE WE ONLY INTRODUCE YOU TO A THIRD-PARTY AND BETWEEN YOU A CONTRACT GETS CONCLUDED FOR THE THIRD-PARTY SERVICES. IT WILL BE YOUR RESPONSIBILITY TO ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS OF THE THIRD PARTY YOU CONTRACT WITH WHEN YOU ENGAGE WITH HIM/HER/IT.**

### 8. PROHIBITED USES

You may not use our site or Services:

- 8.1. In any way that breaches any applicable local, national or international law or regulation.
- 8.2. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 8.3. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 8.4. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 8.5. to access without authority, interfere with, damage or disrupt and part of our site or the equipment or network on which the site is stored.

You may further not:

- 8.6. remove any copyright, trademark or other proprietary notices from any portion of our site or the Services, including the copyright, trademark or other proprietary notices of third party product providers;
- 8.7. to copy our site except where such copying is incidental to normal use of our site or where it is necessary for the purpose of back-up or operational security;
- 8.8. reproduce, copy (direct or in-direct), modify, adapt, translate, reproduce, merge, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our site or the Services (or any part thereof);
- 8.9. decompile, reverse engineer or disassemble our site or the Services except as may be permitted by applicable law;
- 8.10. mirror, data mine, frame or cache any portion of our site or Services;
- 8.11. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or our site; or
- 8.12. employ any automated processes, Artificial Intelligence (AI), or similar technologies that may access, interact, or disrupt the Services provided or display of the content on our website.
- 8.13. design or develop a competitive or substantially similar site or Services;
- 8.14. attempt to gain unauthorized access to or impair any aspect of our site, or the Services or its related systems, databases or networks.

**E-mail addresses, names, telephone numbers and physical addresses published on our website may not be incorporated into any database/ AI database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from us to utilise same.**

### 9. SERVICE ACCOUNT

To utilise our Services you will be required to register with us. Prior to registration our Terms of Services will be made available to you, which will apply to you as user of the Collabrinet Platform (including management of your service account).

**10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. We are the owners and/or rightful licensees (with right to sub license) of all Intellectual Property Rights in and on our site and Services. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- 10.2. Unless otherwise specified by a third party product provider, You may copy, and may download extracts, of any page(s) from our site for your personal use and to determine whether you want to utilise our Services or not. You may draw the attention of others to content posted on our site or by sharing same via social networks or other means available.
- 10.3. You must not modify the copies of any Content materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours.
- 10.4. Third Party Content: In addition to our Content, our Site and Services may contain information and materials provided to us by third parties (collectively, "**Third Party Content**"). Third Party Content is the copyrighted work of its owner, which expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto.
- 10.5. Neither these Terms of Use nor your use of the Services convey or grant to you any rights:
  - 10.5.1. in or related to our site or the Services except for the limited license granted under paragraph 7 above;
  - or
  - 10.5.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered), unless with agreed to it in writing.
- 10.6. If you feel that any of your copyright or the copyright of any third party may have been infringed, then a claim of such infringement should be sent to us on [info@collabrinet.com](mailto:info@collabrinet.com).

**11. LIMITATION OF OUR LIABILITY**

- 11.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.**
- 11.2. **YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE AND SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCL. REASONABLE LEGAL FEES) RELATED TO YOUR USE OF OUR SITE OR SERVICES.**
- 11.3. **WE, OUR OWNERS, DIRECTORS (WHERE APPLICABLE), EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE OR THE PURCHASE OR USE OF ANY OF OUR OR ANY THIRD PARTY PRODUCTS OR SERVICES.**
- 11.4. **YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING LEGAL FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE THIRD PARTY PRODUCTS OR SERVICES OBTAINED THROUGH YOUR USE OF OUR SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF USE; (III) OUR USE OF YOUR USER CONTENT (SEE ACCEPTABLE USE POLICY); OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THE SERVICE/PRODUCT PROVIDER.**
- 11.5. **WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.**
- 11.6. **THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH ERROR! REFERENCE SOURCE NOT FOUND. DOES NOT LIMIT YOUR LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW.**
- 11.7. We assume no responsibility for the content of websites linked on our site or Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Terms of Use

- 11.8. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of our Services or third-party service providers to you, which will be set out in our Terms of Services and/or third-party service provider T&Cs.

### 12. SECURITY

- 12.1. Although we are not obliged to provide security on our site we feel it is important that your information or any communication between us is dealt with in the most secure manner reasonable possible, however because of the nature of the internet we cannot warrant that your communications with us via the site is completely secure;
- 12.2. To provide adequate security to all our users, and to monitor activities prohibited under section 17 of the [Cybercrimes Act](#), you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example email, instant messaging or fax-to-email applications.
- 12.3. It is our policy to virus check documents and files before they are posted on a site. However, we cannot guarantee that documents or files downloaded from the site will be free from viruses and we do not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using our site.
- 12.4. Further, you will not post or provide to us via the site, any document or file that may contain a virus. You must virus check any document or file which you intend to post or provide to us via our site.

### 13. LINKING TO OUR SITE

- 13.1. You may link to our site, but only to the [Homepage](#), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 13.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists or a link to our site in any website that is not owned by you.
- 13.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 13.4. We reserve the right to withdraw linking permission without notice.
- 13.5. The website in which you are linking must comply in all respects with our Acceptable Use Policy.

### 14. THIRD PARTY SERVICES, CONTENT AND LINKS IN OUR SITE AND PLATFORM

- 14.1. The Services may be made available or accessed in connection with third party services and content (including advertising) that we do not control. Where our site contains links to other sites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services, products and/or content. We do not endorse such third party services/products and content and in no event shall we be responsible or liable for any products or services of such third party providers.
- 14.2. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.
- 14.3. **In terms of a third party uploading content related to the Services, we request and try to guide the third parties to ensure that the content they upload to our Services comply with our Acceptable Use Policy and are a true reflection of the actual services / product available from them, however we have no control over the contents of the content owner / third party uploads or resources or any third party sites or resources (including but not limited to their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, whether they are accredited or not or any other aspect thereof) and make no warranties about them. You will need to make your own independent judgement regarding your interaction with any Third-party Sites or use of their services or products via our Services.**

### 15. BREACH, SUSPENSION & TERMINATION

- 15.1. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the site or Services. When a breach has occurred, we may take such action as we deem appropriate.
- 15.2. We exclude liability for actions taken in response to breaches of the Terms of Use.
- 15.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**
- 15.4. No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 15.5. Any provision under these terms and conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

**16. APPLICABLE LAW & JURISDICTION**

- 16.1. Please note that these Terms of Use, its subject matter and its formation, are governed by the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the Western Cape High Court of South Africa (Cape Town), which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

**17. CHANGE OF OWNERSHIP**

- 17.1. If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor, purchaser, or separate entity. We will disclose the transfer on our website.

**18. ELECTRONIC COMMUNICATION AND CONTACT**

- 18.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- 18.2. A Data Message is deemed to be **sent**:
- 18.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
  - 18.2.2. **By you**, at the time when we confirm receipt thereof.
- 18.3. A Data Message is deemed to be received:
- 18.3.1. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
  - 18.3.2. **By you**, once it enters your information system.
- 18.4. As provided for in terms of section 11(3) of the [ECT Act](#), all information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- 18.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 18.6. **Expression of Intent – use of our website**: For purposes of electronic communications between you and us, no electronic signature is required. The mere browsing of our website demonstrates your intent to be a party to these Terms of Use.

**19. CONTACT US**

- 19.1. **In terms of our site(s)** (functionality or any recommendations) you can send us an email to: [info@collabrinet.com](mailto:info@collabrinet.com).
- 19.2. In terms of our Services / **customer services**: please use the contact information as per our [Contact Us](#) page.
- 19.3. For **complaints**: it is important to us that you are satisfied with our Services. **Please contact us first if you have a complaint or any other service issue**. You can use the contact information as per our [Contact Us](#) page. Please ask for a reference number if you speak to any of our representatives.
- 19.4. For any **legal documentation or notices** (hopefully this will never be required) we select the following address:
- 19.4.1. Physical address: our Premises
  - 19.4.2. Email: [info@collabrinet.com](mailto:info@collabrinet.com) (heading: "Legal")
  - 19.4.3. (Marked for the attention of: **Managing Director (Legal)**)
- 19.5. If it is required to send you any legal document or notice you agree that we can send it via electronic mail to your email address in your Service Account, or by written communication sent by registered post to your address in your Service Account or if delivery to the aforesaid addresses is not successful then such contact details we may find about you on the internet.
- 19.6. Any notice to either party which is -
- i) sent by prepaid registered post in a correctly addressed envelope to the address specified for it under clause 19.4.1 above shall be deemed to have been received, unless the contrary is proved, within 10 (ten) days from the date on which it was posted; or
  - ii) delivered to the party by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
  - iii) sent by a data message to the addressee shall be deemed to be received as per clause **Error! Reference source not found.**
- 19.7. Notwithstanding anything to the contrary herein, a written notice actually received by a party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

**20. DEFINITIONS**

- 20.1. **Artificial Intelligence (AI) System or AI Systems** means a computer-based technology which is designed to perform tasks that typically require human intelligence. It encompasses a variety of techniques, such as machine learning and natural language processing, enabling the system to learn, adapt and make decisions autonomously.

## Terms of Use

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- 20.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software or technology which may be displayed on, incorporated into, underlying, or used to operate our website.
- 20.3. **Cybercrimes Act** means the Cybercrimes Act 19 of 2020.
- 20.4. **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002.
- 20.5. **Intellectual Property Rights:** means concepts, know-how, data processing techniques, copyrights, patents, designs (including look and feel of our site or Platform), inventions, trademarks, which are created, invented and/or developed, registered or unregistered.
- 20.6. **Collabrinet Platform:** the software program / information technology platform made available by Us to you via our website login facility to utilise our Services available to you.
- 20.7. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act.
- 20.8. **POPI Act** means the Protection of Personal Information Act of 2013.
- 20.9. **Services:** means the services as reflected on our website and promoted via other sites of ours, including the software made available ("Platform") to provide the services.
- 20.10. **Users:** means users of our site and Services including YOU!