

TERMS AND CONDITIONS OF USE OF THE CCN PORTAL

Introduction

Wherever the terms “you” and “us” (and other similar terminology intending the same meaning) are used in these Terms and Conditions of Use this shall mean you, a particular instance of a User, and CCN respectively, unless the context indicates otherwise.

You should carefully read these Terms and Conditions of Use before using the CCN Portal. If you do not agree with these Terms and Conditions of Use you should not use the CCN Portal and must immediately exit the CCN Portal.

By using the CCN Portal you accept and agree to be bound by these Terms and Conditions as they may be amended from time to time, and understand that:

1. These Terms and Conditions constitute a legally binding agreement between you and us, under the Laws of the Republic of South Africa;
2. We may change these Terms and Conditions of Use from time to time to *inter alia* address new issues and reflect changes to the CCN Portal, CCN Services, Content or Privacy Policy. We will post those changes here so that you will always know what they are;

3. Your continued use following the posting of changes to these Terms and Conditions of Use will mean that you accept those changes. You need to please check these Terms and Conditions of Use regularly to ensure you are familiar with the current version, as you will always be bound by the version pertaining to your most recent use of the CCN Portal; and,

Furthermore, you warrant that:

4. You are competent to contract with us;
5. Where you represent a third party Subscriber, you are authorised to act for that Subscriber.

Definitions and interpretation

In these Terms and Conditions of Use, unless otherwise stated or the context indicates otherwise, the following words between inverted commas shall have the meanings stated opposite them. Words in the singular shall include the plural and vice versa, words denoting one gender include the other and words denoting natural persons include juristic persons. Headings are for convenience only and do not affect the interpretation. References to legislation include those provisions amending, consolidating or replacing them.

“Agent” means a third party who has been assigned rights by you to transact on your CCN Account.

“CCN” means Construction Communication Network (Pty) Limited, Registration No 2004/026489/07, a private company duly incorporated as such according to the laws of the Republic of South Africa.

“CCN Account” means the personal space assigned to you on the CCN Portal that contains your personal details, together with details of any Subscribers, Subscriptions and Agents that are added to your Account. Your CCN Account is accessed by “signing in” on the CCN Portal, using a unique User Name and Password chosen by you.

“CCN Portal” means the website (including all its discrete web pages) hosted for the time being at the registered domain www.ccnportal.co.za and licensed for use by CCN and its licensees in the Republic of South Africa, Namibia Botswana and Swaziland.

“CCN Services” means the software, services, websites, content, etc offered for use by Users of the CCN Portal.

“Content” means all information and material delivered to the User from the CCN Portal, or created by the User and delivered to the CCN Portal; arising out of the use of the CCN Portal or CCN Services, and including but not limited to website hyperlinks, text, audio or video files, images, etc.

“Password” means the password created by you, which when used in combination with your User Name, provides you with unique access to your CCN Account.

"Providers" means third parties that provide Content and services to the User via the CCN Portal, whether directly or indirectly.

“Subscriber” means an entity that has a Subscription for CCN Services.

“Subscription” means a particular collection of CCN Services, grouped together under one monthly payment plan.

“Subscription Commencement Date” means the day, month and year when a Subscriber concludes a particular Subscription with CCN.

“Subscription Cycle” means that repeating period in time that commences at 00h:00m:00s (South Africa Standard Time) on a particular day of the month, and expires at 23h:59m:59s on the same day of the following month, with the first time period commencing on the Subscription Commencement Date.

“User” means a user of the CCN Portal.

“User Name” means the email address selected by you, which when used in combination with your Password, provides you with unique access to your CCN Account. In the absence of any specific instructions to the contrary, this is the legal address (*domicilium citandi et executandi*) to which all communication in connection with your CCN Account will be delivered.

“Virtual Card Services” means Virtual Card Services (Pty) Ltd CCN’s service Provider that processes all our credit card transactions. You can view their website at <http://www.vcs.co.za/> and their Terms and Conditions of Use at https://www.vcs.co.za/policies/website_terms.asp

General Terms and Conditions

Portal, Content and Services

Certain aspects of the CCN Portal and CCN Services may not have been completed and have been provided for the purpose of testing only.

Unless otherwise stated on the CCN Portal there will be no formal support for the Content, the CCN Portal or the CCN Services, and CCN shall not be obligated to provide maintenance, technical support or updates to you.

CCN may stop providing the Content, CCN Portal, CCN Services, or any part thereof, to you or to Users generally at CCN's sole discretion, without prior notice to you.

There may be errors in the provision of the Content, CCN Portal and CCN Services, and that any reliance thereon is done entirely at your own risk.

You are not permitted to access the Content or use any of the CCN Services by any means other than through the CCN Portal interface.

You are not permitted to reproduce, duplicate, copy, sell, trade or resell the Content, the CCN Portal and / or the CCN Services, unless specifically otherwise provided for on the CCN Portal or by way of separate agreement with CCN, its licensors or its Content providers.

CCN is not able to inspect or confirm that the Content contained on the CCN Portal and other web pages that are linked to The CCN Portal is correct.

Content presented to you emanates from many discrete sources not under the control of CCN, and is the sole responsibility of the person or entity from whom it originated.

Content presented to you may be protected by the intellectual property rights of others.

You are solely responsible for any Content that you create, transmit or display while using the CCN Portal or CCN Services.

Intellectual property rights

Unless otherwise stated, CCN or its licensors or Providers own the intellectual property rights in the CCN Portal, the CCN Services and the Content. Subject to your license below, all these intellectual property rights are reserved.

Grant of license to you

The Content, CCN Portal and CCN Services are licensed from third parties for use by CCN and its licensees in the Republic of South Africa, Namibia, Botswana and Swaziland. Please respect the rights of our third party licensors, Providers, and CCN.

You are granted a personal, royalty-free, non-assignable and non-exclusive license to view and access the Content on the CCN Portal, and to use the CCN Services through the CCN Portal interface from within the Republic of South Africa, Namibia, Botswana and Namibia.

In terms of the license you are permitted to download certain Content for your personal use (or as specifically otherwise provided for herein or on the CCN Portal). You are not permitted to copy, modify, or distribute the Content, the CCN Portal or the CCN Services to others in any way whatsoever, nor are you permitted to use same in any unauthorised manner; unless you obtain the express written permission of CCN or the Content owners (where applicable).

'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of the CCN Portal, CCN Services, Content and/or other materials contained on the CCN Portal may violate applicable copyright, trademark or other intellectual property laws or other laws.

You may not assign or sub-license the above rights, grant a security interest in or over such rights, or otherwise transfer any part of such rights to any third party. The practice of allowing others to access your CCN Account through the disclosure of your User Name and Password is not permitted unless such disclosure is done to specifically to allow others to transact with CCN on your behalf.

Grant of Content license from you to CCN

You retain copyright and any other rights you already hold in Content which you upload to or display on or through, the CCN Portal.

By uploading or displaying the Content you hereby grant CCN a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, create derivative works from, translate, publish, publicly perform, publicly display and distribute any Content which you upload or display on or through, the CCN Portal.

You agree that this license includes a right for CCN to make such Content available to other companies, organisations or individuals with whom CCN has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

You understand that CCN, in carrying out the required technical steps to provide the CCN Portal or CCN Services to Users, may need to:

1. Transmit or distribute your Content over various public networks and in various media;
2. Make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting

networks, devices, services or media, and its own internal data structures, and

You agree that this license shall permit CCN to do the above.

You confirm and warrant to CCN that you have all the rights, power and authority necessary to grant the above license.

Agents

A User with a CCN Account may assign various management rights, as described on the CCN Portal, to third parties from time to time. The actions of such third parties shall be the sole responsibility of the User.

General disclaimer of warranty

CCN provides the CCN Portal, the CCN Services and the Content “as is”, “as available” and without any warranties whatsoever. CCN and other Providers disclaim all express and implied warranties, including merchantability and fitness for a particular purpose. In no event will CCN be liable for any loss of profits, business, use, or data or for indirect, special, incidental or consequential damages of any kind whether based in contract, or delict.

CCN and other Providers accept no responsibility for errors or omissions in the Content. The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of the Content. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including - without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of the Content, even if the Providers have been informed of the possibilities of

such damages. The Providers cannot assume any obligation or responsibility.

All Content displayed on the CCN Portal is for information only and is no substitute for specific advice.

The use of the CCN Portal is forbidden in those places where the law does not allow this disclaimer to take full effect.

Indemnity

By accepting these Terms and Conditions you hereby agree to indemnify, defend and hold CCN, its Users, licensors, licensees, and / or Providers harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorney's fees) resulting from any claim, suit, action or proceeding brought by any third party against CCN, its licensors, licensees, and / or Providers arising out of your use of the CCN Portal, the CCN Services or the Content.

General exclusion of liability

To the fullest extent permitted by applicable laws, CCN, acting for themselves and on behalf of Providers, its licensors, employees, agents, suppliers, and contractors exclude liability for any losses and expenses of whatever nature and howsoever arising, including without limitation any direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if CCN, has been advised of the possibility of such damages or losses, arising out of or in connection with the use of the CCN Portal, the CCN Services or the Content, or any web site with which it is linked. You assume total responsibility for virus checking as you consider necessary.

Uploaded Content disclaimer

To the extent that portions of the CCN Portal or CCN Services provide Users an opportunity to upload Content, you are advised that CCN does not screen, edit, or review Content prior to its appearance on the CCN Portal, and Content does not necessarily reflect CCN's views. To the fullest extent permitted by applicable laws, CCN excludes all responsibility and liability for the Content or for any losses or expenses resulting from its use and/or appearance on the CCN Portal.

CCN reserves the right, in its absolute discretion, to monitor all Content uploaded to The CCN Portal and to only publish part of, or not publish any of, such Content.

You hereby represent and warrant that you have all necessary rights in and to all Content you provide and all material they contain and that such Content shall not infringe any proprietary or other rights of third parties.

Variation

CCN may make changes to the Content, the CCN Portal and / or CCN Services at any time without notice and without obligation to update the services or Content contained on the CCN Portal.

Third party links

In an attempt to provide increased value to our Users, CCN provides hypertext links to other third party websites or resources. You acknowledge and agree that CCN or its Providers are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the

content (including misrepresentative or defamatory content) of such websites or resources, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the CCN Portal, CCN Services and Content. We may investigate any reported violation of these Terms and Conditions, or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, and/or removing any materials from the CCN Portal).

Additional Terms and Conditions Applicable to Subscribers for CCN

Services

Where these Additional Terms and Conditions conflict with the General Terms and Conditions, these Additional Terms and Conditions shall apply.

Non-provision of service

The ability for CCN to provide continuity of Service to its Subscribers is dependent *inter alia* upon the ongoing and continuous receipt of service, by CCN, from numerous Providers, including (but not limited to):

CCN's Internet service Provider;

CCN's online meetings and Webinar service Provider;

CCN's data-hosting service Provider;

CCN's credit card processing service Provider;

CCN's online invoicing service Provider.

Each of these Providers has its own Terms and Conditions of Use (or equivalent), which *inter alia* disclaims warranty and excludes or limits its liability for non-continuity of service to CCN; and in some instances requires CCN to indemnify it against claims made by third parties against it in connection with the non-provision of service.

CCN cannot therefore assume responsibility for non-continuity of service relating to a Subscription, where it can be reasonably shown that such non-continuity has emanated from a Provider, and the "Disclaimer of Warranty", "Exclusion of Liability" and "Indemnity" clauses above shall apply equally in respect of such non-continuity of service.

Where non-continuity of service relating to a Subscription is due to CCN's own negligence, then CCN's liability is limited to any Subscription amounts paid by the Subscriber, for which it did not receive service, and the you and the Subscriber indemnify CCN against any claims, etc (as above) from third parties relating to such non-continuity of service.

Purchases and subscriptions

When you click to pay for a purchase or Subscription legal obligations arise and your right to a refund of monies charged to your credit card or

paid in any other way agreed by us, are limited by our Terms and Conditions. You must not make any purchase or subscribe for any CCN Service through the CCN Portal unless you understand and agree to all our Terms and Conditions. Once payment is made for the purchase or Subscription, it is deemed that you have read and understood the Terms and Conditions for such purchase or Subscription. If you have any queries please contact us before making payment for any purchase or Subscription.

All CCN Services are provided in terms of monthly recurring Subscriptions. You can configure each Subscription to reflect the CCN Services, service levels and service features that you wish to receive, and your monthly subscription amount will be adjusted accordingly.

Subscriptions for certain minimum service levels and / or features are free, but where you enter into a paid Subscription, we generally prescribe a minimum monthly Subscription amount for each CCN Service.

All Subscription payments shall be made on a monthly basis, in advance of receiving service. The first Subscription payment shall be made on the Subscription Commencement Date, and thereafter automatically in the same amount on the last day of each monthly Subscription Cycle – until the subscription is either:

Cancelled by the User;

Modified by the User; or

Increased by CCN in terms of its inflation escalation policy.

A Subscription can be modified (increased or decreased) or cancelled by the User at any time. Where a Subscription is decreased or cancelled, this needs to be done at least five business days prior to the last day of the Subscription Cycle in order to avoid the automatic processing of a pre-existing Subscription payment.

Order processing

Order processing will not begin until we receive a confirmed order and full payment.

Pricing and payment options

All transactions will be processed in South African Rands (ZAR).

CCN reserves the right to change pricing at any time without prior notice.

We accept MasterCard and Visa credit card payments only – unless specific prior arrangements are made with us to effect payment. All of your order details will be saved online under your Account section “Billing History” available for use whenever you’re ready.

Payment processing security

Virtual Card Services process all our credit card transactions. According to them, all credit card transactions are 128 bit secure socket layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information. Thawte’s website can be viewed at <http://www.thawte.com/>.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

CCN does not have access to your credit card details. This information is stored by Virtual Card Services and used to verify any payments processed against your credit card. When you enter your credit card details you are entering them on Virtual Card Services' website.

Virtual Card Services continually reviews and enhances its security in line with technological changes.

Refunds and pro-rata payments

Where a Subscriber cancels or modifies a Subscription downwards part way through a monthly Subscription Cycle, there will be no refund to the Subscriber for that portion of the Subscription not used.

Where a Subscriber modifies a Subscription upwards part way through a Subscription Cycle, the Subscriber will be required to pay a once-off pro-rata amount for the increased Subscription for the remainder of the Subscription Cycle, at the time that the modification is concluded.

Discount vouchers

Discount vouchers awarded by CCN to a User or purchased by a User may only be applied as described on the voucher, and are not transferable. There will be no refunds made for discount vouchers.

Inflation escalation policy

It is our policy to adjust our pricing, for new and existing Subscriptions and once-off downloads and uploads, on 1 March of each year in accordance with the headline CPI (for all urban areas) annual inflation rate as published by Statistics South Africa in Statistical Release P0141 (Consumer Price Index).

Privacy policy

Personally identifiable information

We are committed to protecting the privacy of your personally identifiable information *vis-à-vis* unauthorised third parties.

CCN and / or its Providers may collect, process and store personally identifiable information obtained from or about you in the course of your accessing / using the CCN Portal, CCN Services or Content.

However, CCN will **not**, without:

Your express permission; or

Being required to do so in terms of the laws of South Africa or any other laws having jurisdiction;

Transmit any such personally identifiable information to third parties.

You hereby specifically permit CCN to transmit your personally identifiable information to CCN Providers for the sole purpose of providing them with the information necessary to assist CCN in providing the CCN Portal, CCN

Services and Content.

Please check this Privacy Policy regularly to ensure that you are aware of:

What User data we gather;

How we might use that data;

Whether we will disclose that information to anyone.

Cookie/tracking technology

The CCN Portal may use cookie and / or tracking technology depending on the features offered. Cookie and tracking technologies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the CCN Portal, and understanding how Users use the CCN Portal. Cookies can also help customize the CCN Portal for Users.

Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information.

Aggregated and non-personalised discrete cookie and tracking information may be shared with third parties.

Use of User data

Whilst CCN will not share your personally identifiable information with third parties (unless specifically allowed by you or being required to do so in terms of the laws of South Africa or any other laws having jurisdiction), CCN does, however, reserve the right to transmit aggregated User data, and non-

personalised discrete User data, in connection your usage of the CCN Portal, the CCN Services, and / or Content, and your personal data may be used to compile such aggregated or discrete User data.

By agreeing to these Terms and Conditions of Use you agree to such User data being so used and further agree that it may be transmitted to others whether or not within the Republic of South Africa, Namibia, Botswana and Swaziland, in accordance with applicable data protection legislation.

Information on what (if any) data is held about you can be obtained by contacting us.

The ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.

Entire agreement

This agreement shall constitute the entire agreement between CCN and the User with respect to the CCN Portal, CCN Services and Content and no representation, statement, inducement oral or written, not contained herein shall bind either of us.

Severability

Should any part of these Terms and Conditions of Use be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Terms and Conditions of Use had been eliminated.

Law and jurisdiction

The law governing this agreement shall be the law of the Republic of South Africa.

Settlement of Disputes

Any disputes between CCN, a User and / or a Subscriber shall be settled in Durban, South Africa, by way of private arbitration in terms of the Rules for the Conduct of Arbitrations, Edition 6, as published by the Association of Arbitrators (Southern Africa). The arbitrator shall be appointed by the president for the time being of the Association.

Contact details

You can contact us by e-mail on enquiries@ccn.org.za