

A. TERMS AND CONDITIONS FOR THE USE OF THIS WEBSITE

DEFINITIONS

Agreement	this user agreement between the User and BBPP, together with the Privacy Policy;
Privacy Policy	the privacy policy contained in Part B of this Agreement;
BBPP	BBPP Proprietary Limited, registration number 2017/342461/07, a private company duly incorporated in the Republic of South Africa with its registered address at 81 Somtseu Road, North Beach, Durban. 4001. The terms “we”, “us”, “our” and “ours” will also be used to refer to BBPP in this Agreement, dependent on the Context;
BBBEE	Broad-Based Black Economic Empowerment as defined by the Broad-Based Black Economic Empowerment Act 53 of 2003;
CPA	Consumer Protection Act No. 68 of 2008;
Personal Information	information relating to: <ul style="list-style-type: none">• the User, including the race, gender, sex, marital status, family status, national, ethnic or social origin, age, education, language and birth date;• any identifying number, symbol, e-mail address, physical address, telephone number or other assignment to the User; and• includes all other attributes provided by the definition included within the Protection of Personal Information Act No.4 of 2013 (“POPI”);
Portal	the service offered by BBPP on the Site whereby Users may, <i>inter alia</i> , <ul style="list-style-type: none">• post listings of goods or services which they wish to supply;• search for suppliers of goods and services;• access Ratings Agencies; and• connect with other Users of the Site in the interests of establishing BBBEE business relationships;
Process	as defined in the Protection of Personal Information Act No. 4 of 2013 and “Processing” shall have a corresponding meaning;

Ratings Agency	a rating agency accredited by a BBBEE verification professional regulator which performs work in connection with rating the status of enterprises in terms of BBBEE compliance;
Site	collectively BBPP's website/s, mobile or desktop applications, accessed predominately via http://bbpp.co.za/ ; and
User	a user of the Site, including any Ratings Agency, regardless of whether such user accesses the Site in his/her personal capacity or as the duly authorised representative of a juristic person. The terms "you", "your", "yours", "buyer" and "seller" will also be used to refer the User in this Agreement, dependent on the context.

USE OF THIS WEBSITE

Please read the following terms and conditions of use before using the Site. In using the Site, you agree to the terms and conditions of this Agreement. BBPP reserves the right to update this Agreement at any time without notice to you.

The Site is owned and operated by BBPP.

If you have any queries about the Site, please contact info@bbpp.co.za or Telephone, 031 267 2414 during office hours (Monday to Friday from 9:00 to 17:00).

INTRODUCTION

The Site facilitates Users in the procurement of goods and/or services in the interests of establishing BBBEE business relationships. Furthermore, the Site may provide access to administrative services from related or unrelated third parties, the purpose of which is to assist Users in their management and operational processes potentially leading to greater BBBEE status and viability in that User's industrial sector.

USERS

BBPP permits Users to list their goods and/or services through the Portal. BBPP provides the platform to facilitate procurement of goods and/or services between Users, however, BBPP is not the supplier of goods and/or services listed on the Portal unless otherwise expressly specified.

Any transaction entered into between Users as a result of use of the Portal shall be between such Users and shall be governed by any contractual terms agreed between such Users and any relevant rules, regulations, laws and/or by-laws of the Republic of South Africa applicable to such transaction and the conduct/performance of the individual Users. The relevant obligated User shall be solely responsible for fulfilment of delivery of the goods and/or supply of the services ordered by the counter User and BBPP shall not be held responsible for any obligation of a User towards another arising out of the use of the Portal.

CONDITIONS OF ACCESS

The User must read this Agreement carefully before accessing the Site.

The User hereby agrees that this Agreement applies to:

- access to the Site;

Comment [CM1]: Would you like to include these services at this stage?

Comment [dl2]: Yes, the text should read .. the site may provide access to administrative services from related/unrelated third parties.." (this would encompass the rating agencies and also, BBPP's sister companies like GITC or OBS or OCL..

Comment [CM3]: Please see amendment in mark-up

Comment [dl4]: ES to assess if correctly worded. Principle is tx between buyer and seller but governed by laws of land... Idea behind specific legislation could be in cases such as professionals that have to confirm to specific laws governing practice eg. Auditor's APA act, Doctors & lawyers with their legislation, Gunsmiths/security providers who are governed by industry specific legislation etc...

Comment [CM5]: In light of this principle, we suggest removing specific examples of legislation. As such we suggest:

Any transaction entered into between Users as a result of use of the Portal shall be between such Users and shall be governed by any contractual terms agreed between such Users and any relevant rules, regulations, laws and/or by-laws of the Republic of South Africa applicable to such transaction and the conduct/performance of the individual Users. The relevant...

- use of the Portal (including interaction between Users facilitated by the Portal); and
- to the extent that BBPP has control over that third-party, third party websites or mobile applications linked to the Site.

If the User is under the age of 18, such User must obtain the advance authorization, permission and consent of such User's parent or legal guardian, before accessing the Site and/or making use of any services related to the Site. By accessing the Site and/or making use of any services related to the Site, the User represents and warrants that he/she is 18 years or older, otherwise has authority to act despite not being 18 years or older, or that he/she does so with the consent of such User's parent or guardian.

The User's access to and use of the Site is conditioned on the User's acceptance of and compliance with this Agreement. Should the User disagree with any provision set out in this Agreement, such User must refrain from accessing the Site and/or using any other services related to the Site.

The User warrants that, to the extent that it accesses the Site on behalf of a juristic person, it is duly authorized to do so. If for any reason the User is not so duly authorized to represent the juristic person which he/she purports to represent, then the User agrees to be bound and held personally liable in terms of any transaction entered into by such User through the Site.

BBPP reserves the right, in its sole discretion, to:

- amend and/or replace any of, or the whole of, this Agreement. The current version of the Agreement will apply each time that the User accesses and uses the Site;
- refuse service, remove or edit content, or terminate access in its sole discretion.

No User may use the Site to distribute material which is defamatory, offensive (as per the reasonable discretion of BBPP), contains or amounts to hate speech or is otherwise unlawful.

ACCEPTANCE AND CONSENT BY THE USER

By using the Site, the User expressly agrees to the terms and conditions of this Agreement.

The User agrees that this Agreement applies to any information accessed via the Site.

INTELLECTUAL PROPERTY

All content published by BBPP on or via the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) ("proprietary material"), is the property of, or is licensed to, BBPP and is protected by Copyright Law and/or any other relevant Intellectual Property Law and shall be used accordingly. For the avoidance of doubt, content published on the Site by Users shall not be regarded as the property of BBPP.

All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Site is granted to the User.

Except with BBPP's express written permission, no proprietary material from the Site may be copied, retransmitted, used, altered or disseminated. Any such use of proprietary material, without the written authority of BBPP, will amount to infringement and is actionable by BBPP and / or the owner of licensed proprietary material.

Irrespective of the existence of copyright or any other intellectual property right, the User acknowledges that BBPP is the proprietor and /or authorised licensee of all material published on the

Comment [dl6]: Might not be a material issue now but do we want to extend use to tacitly emancipated minors?

Comment [CM7]: Please see amendment in mark-up

Comment [dl8]: Possibility of being unclear can we link to definition as per relevant legislation? .. what one may find offensive might be different to what another finds as offensive.

Comment [CM9]: Good point. Inserted reasonable discretion of BBPP regarding offensive content. As long as BBPP has the discretion to revoke a User's access based on its reasonable discretion, we don't have to specifically define the term.

Comment [dl10]: Again, are we saying that by signing onto BBPP, the user gives up their primary rights to their material by making up the proprietor (whether sole or co-proprietor). What are the risks attached to that? Is that even permissible in terms of the relevant affected legislation? Overall, seems a tad unreasonable and can potentially become a deterrent to those who do have proprietary content that they want to protect.. the move to usurp the IP "tools" required by users to render performance is also contrary to the spirit of dissociating ourselves from being tied to the "transaction level" which previous clauses (see USERS clauses) have gone to great lengths to emphasize ... should it really be deemed necessary, consider a contextual disclaimer eg. "For the purposes of/To the extent of... the user acknowledges that BBPP will be deemed to be a proprietor of the material " .. but again, consider risk that the deeming provisions do not deem additional unforeseen/unintended obligations.

Overall recommend this clause be removed pending advice from Eversheds

Site by BBPP (except where a third party is indicated as the proprietor) and that the User has no right, title or interest in any such material.

For the avoidance of doubt, content published on the Site by Users shall be proprietary to the User and not be regarded as the property of BBPP. BBPP shall, furthermore, be indemnified from any claims of infringement due to the unauthorized use of third-party intellectual property rights by a User on the Site.

CHANGES TO THIS AGREEMENT

BBPP may amend the Agreement from time to time. BBPP will notify the User of any material changes within a reasonable time, however, the User should familiarise itself with this Agreement regularly. What constitutes a material change will be determined at BBPP's sole discretion.

The current version of the Agreement will govern the respective rights and obligations between the User and BBPP each time that the User accesses and uses the Site.

PRIVACY

We respect your privacy. Please review our Privacy Policy for a description of the information we collect and how we use it.

PROFESSIONAL ADVICE

Information provided on pages held on the Site and in any documents downloaded from the Site is provided for general information only. It is subject to change without notice. BBPP is not responsible for any inaccuracies and makes no representation and gives no warranty as to its accuracy. Since the information was not prepared for you personally, it is not intended to form recommendations or advice. It is your sole responsibility to satisfy yourself that the information is suitable for your purposes. In particular, information on the Site should not be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Nothing on the Site is intended to be nor should be construed as an offer to enter a contractual relationship unless expressly stated otherwise.

TRADEMARKS

Your use of the Site and any materials downloaded, viewed, copied or printed does not authorise you to use any names or trademarks of BBPP, its trading partners or associates.

ERRORS AND DOWNTIME

Errors may appear from time to time on the Site and some information on the Site may be out of date. Before relying on information, you have found on the Site, please confirm any facts that are important to your decision. From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which we may undertake from time to time; or (iii) causes beyond our control or which we cannot reasonably foresee.

THIRD PARTIES

The Site may contain hyperlinks to websites that are not operated by BBPP. These hyperlinks are provided for your reference and convenience only and you should note that we do not have any

control over these other websites. We cannot, therefore, be held liable for any materials or representations in respect of such websites. All links are used at your own risk.

From time to time BBPP may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. BBPP will employ all commercially reasonable endeavors to ensure that third parties comply with the Privacy Policy and generally accepted security standards.

LINKS FROM OTHER WEBSITES

Persons providing access to the Site via links from another website are solely responsible for the content, accuracy, opinions expressed, privacy policies, products or services of, or available through, the source website and for any representations made or impressions created concerning BBPP.

ADVERTISING

Advertisers on BBPP may include certain offers within their paid-for listings. BBPP does not take responsibility for, or offer assistance in relation to any such offers or advertisements. Other terms and conditions of the advertiser may apply. You should check any terms and conditions with the advertiser before use.

USERNAMES AND PASSWORDS

To obtain access to certain services through the Site, you may be given an opportunity to register with us. As part of any such registration process, you will select/be given a username and password. You warrant that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the Site under the name of, another person. We reserve the right to reject or terminate any username that we deem offensive in our reasonable discretion. You will be responsible for preserving the confidentiality of your password and will notify us by email of any known or suspected unauthorised use of your account.

In the event of any misrepresentation of information provided through the registration process, whether intentionally or neglectfully, BBPP reserves the right to remove your registration from the Site with no consequential costs or liabilities accruing to BBPP for whatever reason.

The User hereby warrants that all information provided to BBPP on or via the Site will be true, accurate, current and correct and undertakes to update the information as and when required.

The User hereby warrants that it has fully disclosed all necessary facts and agrees that such disclosure forms a material aspect of this Agreement.

Electronic Communication

When the User visits the Site or sends e-mails to BBPP, it accepts that BBPP can communicate with the User via electronic communication, which shall include e-mail, SMS and / or push notifications, for any purpose related to the Site.

The User agrees and acknowledges that electronic communication will be sufficient for purposes of legal service and notices.

Any electronic communication sent to the User will be regarded to have been received by the User upon being sent by BBPP to the email address and/or the cellphone number provided by the User, or through the application registered to the User.

CONNECTING TO THE WEBSITE

You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site, all hardware, software, electrical and other physical requirements for your use of the Site, including,

Comment [dl11]: Reference the definition of offensive to existing legislation to remove propensity for bias creep on our side

Comment [CM12]: "reasonable discretion" lends objectivity to the matter and is challengeable by a User in a dispute. Don't believe a definition is necessary.

Comment [dl13]: Assuming this is acceptable in terms of CPA.. Eversheds to advise.

Comment [CM14]: We are comfortable that this is not contrary to the CPA.

without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Site.

BBPP cannot be held responsible for any cell phone or data charges as a result of the User's use of the Site.

FEES, CANCELTION AND REFUNDS

To the extent that a User orders a paid subscription service on the Site, BBPP will provide such service to the User for one calendar month on the condition that payment has been made in advance by the User.

In order to have continued access to the service, the User must make, and BBPP must receive, payment on or before the corresponding date of the relevant month subsequent to the date on which the first month's payment was made.

If BBPP does not receive payment of your fees as contemplated above, we may suspend your access to the service.

If your access to the service is suspended, we will not reactivate your access to the service until we have received payment of your fees and any applicable reactivation fee. Late payment will not result in the subscription price being pro-rated in accordance the period of time the User actually receives the service.

We may from time to time amend the fees payable in respect of access to the service. We will notify you of such an amendment as soon as practicable prior to implementing it, so that if you wish to terminate the service you may do so.

We may use payment systems owned and operated by third parties ("Payment System Providers") to facilitate the collection of fees and other amounts payable by you in respect of the service. None of these Payment System Providers are controlled by us.

Users can cancel Subscriptions at any time. Please note that you must cancel your subscription 3 (three) business days before it renews for a subsequent month in order to avoid being charged for the next month's subscription fee. If you cancel your subscription, the cancellation will become effective at the end of the then-current monthly subscription periods.

Subject to any applicable legislation, refunds will not be provided for any subscription. We do not provide credit, refunds, or prorated billing for subscriptions that are cancelled mid-month. In such circumstances, you will continue to have access to your subscription until the end of the billing cycle. BBPP reserves the right to offer refunds, discounts or other consideration in select circumstances at its sole discretion. Please note each circumstance is unique and election to make such an offer in one instance does not create the obligation to do so in another.

DELIVERY POLICY: TRANSACTIONS BETWEEN USERS (BUYERS, SELLERS AND RATING AGENCIES)

BBPP provides an electronic web-based Portal for exchanging information between buyers and sellers of products and services. Delivery of products and services will be solely between the buyer and seller. BBPP does not control and is not liable to or responsible for the delivery, quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

Users are hereby made aware that there may be risks of dealing with people acting under false pretences. BBPP cannot and does not confirm each seller's or buyer's purported identity. We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

Comment [dl15]: Paragraph heading does not reflect that Fees are also being discussed.

Comment [dl16]: What if payment was late? Does that mean the user gets to be able to pay the next payment on the corresponding day of the next month? As a matter of principle, we need to decide that access must be paid for on an "advance" basis on a defined date or date range (1st, 25th of previous month, 30th etc) and access is then granted, without undue delay. Should payment be received into the designated bank account and "access cycle" start from say the 3rd of the month to the 2nd of the next month (to allow for the clearing of payments and reinstatement of access as necessary). Late payments do not adjust the "access cycle" to start from envisaged delay date. Eg. if you pay on the 18th September and you want access to be effective on the 18th.

Comment [CM17]: Please see suggested amendments. We have avoided concrete "access cycles" to avoid having to pro-rate.

Comment [dl18]: Noted, Will discuss with team to ensure we agree with that principle but I provisionally approve of that decision.

Comment [dl19]: Immediately contradictory to previous sentence. If we use payment system providers, surely we assume.

Comment [CM20]: Please see amendment in mark-up. The risk is that payments are made through a third party system and the

Comment [dl21]: Agreed.

Comment [dl22]: Simplify and clearly define by setting a date. Eg., the latest date to request a cancellation before attracting a

Comment [CM23]: We have avoided the strict "billing cycle" wording but this is more

Comment [dl24]: Noted, will finalize operational plan to ensure consistency but

Comment [CM25]: Note Section 54 and section 64 of CPA

Comment [dl26]: Fair point, users should be entitled to a pro-rata refund for portion of period where suitable quality service was not

Comment [CM27]: Please see the caveat that this is the case unless otherwise required in terms of relevant legislation. Bear in mind

Comment [dl28]: Agreed

Comment [dl29]: But what about the purchase of goods? Surely the idea is to facilitate transacting through the site even

Comment [CM30]: Suggest deleting the sentence as BBPP won't be prejudiced by its exclusion.

Each seller and buyer acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions in connection with using the Site, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Site. Such risks shall include, but are not limited to, misrepresentation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate the rights of third parties ("Third Party Rights"), and the risk that Users of BBPP may incur costs of defence or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defence or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers, other purchasers, end-users of products or others claiming to have suffered injuries or harms relating to products originally obtained by Users of the Site as a result of purchase and sale transactions in connection with using the Site may suffer harm and/or assert claims arising from their use of such products. All of the foregoing risks are hereafter referred to as "Transaction Risks".

Each User agrees that BBPP shall not be liable or responsible for any damages, claims, liabilities, costs, harm, inconvenience, business disruptions or expenditure of any kind that may arise as a result of or in connection with any Transaction Risks.

Buyers and sellers are solely responsible for all of the terms and conditions of the transactions conducted between themselves, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

BBPP has the right to suspend or terminate any seller and buyer account if the buyer or seller fails to provide the required information and materials. In the event that any buyer or seller has a dispute with any party to a transaction, such buyer or seller agrees to release and indemnify BBPP (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

NO WARRANTY

The Site is provided "as is" without warranty of any kind, express or implied. Use of the Site is at your sole risk. We do not warrant that your use of the site will be uninterrupted or error free, nor do we make any warranty as to any results that may be obtained by use of the Site.

We make no warranties, express or implied, including, without limitation, any implied warranties of merchantability, merchantable quality, fitness for a purpose, non-infringement, effectiveness, completeness, accuracy, and title.

Limitation of liability: If you are dissatisfied with the Site, your sole and exclusive remedy shall be to discontinue use of the Site. In no event shall our total liability for direct damages exceed the total fees paid by you to us.

Moreover, under no circumstances shall we be liable to you or any other person for any indirect, incidental, consequential, special or punitive damages for any matter arising from or relating to this Agreement, the Site or the internet generally, including, without limitation, your use or inability to use the Site, any changes to or inaccessibility of the Site, delay, failure, unauthorised access to or alteration of any transmission or data, any material or data sent or received or not sent or received, any transaction or agreement entered into through the Site, or any data or material from a third person accessed on or through the Site, whether such liability is asserted on the basis of contract, delict or otherwise.

BBPP will not be responsible for any consequences resulting from the User's response to any communication sent by a "phisher", "spoofers" or similar scam taking advantage of the Site.

INDEMNITY

You agree to indemnify, defend and hold us, including our directors, officers, employees and agents harmless, from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or company, arising out of or relating to (i) the use and access of the Site, by the User or any person using that User's access details and password; (ii) a breach of this Agreement by the User, or (iii) any content posted.

DISCLAIMER

BBPP shall bear no responsibility and disclaims all liability for any loss, damage or liability, either directly or indirectly, attributable to the use of or reliance upon information or links provided through the Site.

[Although BBPP will take all reasonable steps to ensure the legitimacy of Ratings Agencies listed on the Site,] BBPP shall not be responsible for ensuring that any Ratings Agency listed or referred to on the Site is, in fact, verified and/or licenced in accordance with the relevant laws. The User shall be responsible for satisfying itself of the legitimacy of any party it interacts with through the Site, which shall include any Rating Agency. Accordingly, BBPP shall not be liable for any harm, loss or damage which may result from the User's interaction with any Ratings Agency.

To the extent permitted by applicable law BBPP disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on the Site.

BBPP shall not be liable to any person for any loss or damage that may arise from the use of any of the information contained in any of the materials on the Site.

The information provided in the Site is for general guidance only. BBPP accepts no responsibility or liability for damages arising from the use of the information on the Site.

Hypertext links given on the Site may lead to websites that are not under the control of BBPP. When any of these links are used and you leave the BBPP website, we have no control over and will accept no responsibility or liability in respect of the material on any site that is not under the control of BBPP.

Reproduction of the content, or any part of it, owned by or licenced to BBPP as the case may be, other than for educational purposes or personal use, is prohibited without prior consent from BBPP. For the avoidance of doubt, content published on the Site by Users shall not be regarded as the property of BBPP.

In no event shall BBPP, its directors, officers, employees, partners, agents, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) access to or use of or inability to access or use the Site; (ii) any conduct or content of any third party on the Site; (iii) any content obtained from the Site; and (iv) unauthorized access, use or alteration of the User's transmissions or content, howsoever caused, and whether or not it has been informed of the possibility of such damage.

ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002 ("ECTA")

In compliance with section 43(1) of the ECTA, the following is noted:

- Full name: BBPP (Pty) Ltd;
- Registration number: 2017/342461/07;
- Physical address: 81 Somtseu Road, North Beach, Durban. 4001.

Comment [dl31]: Is it safe to say "...we will take reasonable steps to ensure Ratings Agencies are licensed but we cannot be held liable ..." I do not want to make it seem as though any person can randomly claim to be BBPP listed RA without basic checks being done because that reduces the overall credibility of the platform as well as the value proposition being offered.. unless we deem the impact to be negligible when compared to the risk we could potentially be taking on by putting in that clause?

Comment [CM32]: Adding "reasonable steps" won't materially prejudice BBPP. Please see sentence inserted in square brackets at the start of the paragraph.

Comment [dl33]: What if the steps taken were not deemed to be reasonable by court law?

Comment [dl34]: Notwithstanding the previous point, I'm comfortable with the clause.

Comment [dl35]: Substance of portal is not specific commercial intent. Is there risk of being challenged when looking at "substance over form" to say the information was not for "general guidance only"?

Comment [CM36]: The difference would just be the starting point of the argument. With the clause, a claimant would need to prove that the site was in fact providing professional advice contrary to its stated intention before claiming that the site owed a duty of care in offering such advice. Without the clause, a claimant would claim directly that a duty of care was owed by BBPP.

Comment [dl37]: Understood

Comment [dl38]: What about Third Parties who have rights to the copyright content?

Comment [CM39]: Please see amended clause

Comment [dl40]: Reasonably this damage can only be limited to the extent of pro-rata fees paid for the access to the service where there was a period of inability to access the site (S54).. no change deemed necessary though as other areas elaborate on this point.

Comment [CM41]: Clause left unchanged

- Fax number: 031 267 2471
- Telephone number: 031 267 2414
- Website address: www.bbpp.co.za
- E-mail address: info@bbpp.co.za
- Names of office bearers: S Ramiah

In terms of section 44 of ECTA, to the extent that a User is a “consumer” and is a party to an “electronic transaction” as defined in ECTA, the User is entitled to cancel without reason and without penalty any transaction for the supply (a) of goods, within seven days after the date of the receipt of the goods; or (b) of services, within seven days after the date of the conclusion of the Agreement, subject to the direct cost of returning any goods.

GENERAL PROVISIONS

This Agreement (including the Privacy Policy) shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within the Republic of South Africa.

BBPP chooses its registered address as the address for delivery of all notices and/or legal process in terms of this Agreement.

The headings of the clauses in the Agreement are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this Agreement.

Comment [dl42]: Good

The use of the word “including” and its derivatives followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *iusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this Agreement shall be of full force and effect.

No failure or delay by BBPP to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this Agreement.

B. PRIVACY POLICY

This Privacy Policy covers how BBPP treats Personal Information collected electronically when the User uses the Site, communicates with BBPP, registers or applies online for any BBPP related products or services.

By using the Site, you give your consent that all Personal Information that you submit may be processed by BBPP in the manner and for the purposes described in the following Privacy Policy, elsewhere on the Site or otherwise in relation to the Portal and expressly consents to the further processing of Personal Information by BBPP or by third parties (Personal Information will only be shared with third parties to the extent necessary for BBPP to offer the services in relation to the Site which may include sharing the User's information within the BBPP community).

ABOUT YOUR PRIVACY

We are committed to safeguarding the privacy of registered website users whilst providing the highest possible quality of service. We will only use the information that we collect about you lawfully in accordance with POPI.

If you have any questions concerning your Personal Information or regarding our practices, please contact: BBPP, 81 Somtseu Road, North Beach, Durban. 4001. Telephone 031 267 2414 or send us an email: info@bbpp.co.za.

COLLECTION OF PERSONAL INFORMATION

We collect information through your registration process and from any email messages you may send to us. When you use the Site to register to receive additional information or support from us, we ask you for contact information like your name, job title, company details, telephone number and email address.

We may also collect email addresses via marketing events such as trade shows and exhibitions. In such cases, we assume that people providing their email addresses are opting in to receive email messages from us. Therefore, we do not include an email opt-out mechanism when collecting event leads.

The User accepts that BBPP may store Personal Information outside of the region or country that the User may submit or use it in.

If, at any time, you wish to opt out of receiving information from BBPP via email, please contact us using the above information.

ANONYMOUS DATA COLLECTED THROUGH THIS WEBSITE

We also use software tools to collect information automatically about your visit to our website. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form and, as such, cannot be used to identify you personally. Such aggregate information helps us to audit usage of our website and improve the service provided.

COOKIES AND ADVERTISING

To collect the anonymous data described above, we may use temporary "cookies" that collect the domain name of the user and the date and time you visited the Site. Cookies by themselves cannot be used to discover the identity of the user. A cookie is a small piece of information which is sent to your browser and stored on your computer's hard drive. Cookies do not damage your computer. You can set your browser to notify you when you receive a cookie, and this enables you to decide if you want to accept it or not.

BBPP may engage third parties that help BBPP deliver banner advertisements and other online communications. The third parties may collect and use information about the User to help BBPP understand the offers, promotions, and types of advertising that may be considered most appealing to the User. Such third parties may, in turn, use cookies.

USE OF PERSONAL INFORMATION

We process your Personal Information only for specific purposes defined in various areas of the Site. We ask only for data that is adequate, relevant and not excessive for those purposes. When we ask you for Personal Information, we tell you the purposes for which we will process that data. Some of these purposes include:

- Providing you with information about products or services, special offers and events or articles and case studies we think will be of interest to you;
- Sending you regular newsletters by email;
- Providing you with product or service information and promotional material that you have specifically requested;
- Processing any other requests that you make;
- To summarise usage behaviour for advertisers and partners, and to describe our service and performance (this is not based on individual behaviour, but is generic);
- Conducting marketing research.

We do not share, sell or distribute your Personal Information with unrelated third parties, except under the following limited circumstances:

- Personal Information may occasionally be transferred to third parties who act for or on behalf of BBPP, or in connection with the business of BBPP for further processing in accordance with the purposes to which you have subsequently consented, some of such third parties may include:
 - Ratings Agencies;
 - data analysts;
 - academics;
 - marketing firms; and
 - professional advisers.
- We may share or transfer the information in our databases to comply with a legal requirement, for the administration of justice, to protect your vital interest, to protect the security or integrity of our databases or the Site, to take precautions against legal liability, or in the event of a corporate sale, merger, reorganisation, dissolution or similar event.

DATA INTEGRITY AND SECURITY

We keep your Personal Information only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. Our servers and

our databases are protected by industry standard security technology, such as industry standard firewalls and password protection.

The employees who have access to Personal Information have been trained to handle such data properly and in accordance with our security protocols and strict standards of confidentiality. We shall not, however, be liable for any loss, misuse, unauthorised disclosure, alteration or destruction of data.

DATA ACCESS AND CORRECTIONS

The User may, at any time, request:

- BBPP to confirm whether or not it holds Personal Information about the User;
- the record or a description of the Personal Information about the User held by BBPP; and
- information about the identity of all third parties or categories of third parties, who have, or have had, access to the User's Personal Information.

Should you need to request confirmation of any additional data held on you or your organisation, we will disclose to you the Personal Information we hold about you upon receipt of your written request addressed to the "Administration Manager" at the address given above. We will also correct, amend or delete any Personal Information that is inaccurate and notify any third-party recipients of the necessary changes.

LINKS TO OTHER WEBSITES

This Privacy Policy applies only to www.bbpp.co.za. The Site may contain hyperlinks to websites that are not operated by BBPP. These hyperlinks are provided for your reference and convenience only and you should note that we do not have any control over these other websites. We cannot, therefore, be responsible for the protection and privacy of any data which you provide whilst visiting such sites and such sites are not governed by this Privacy Policy. You should exercise caution and review the privacy statement posted on any site you visit before using the site or providing any Personal Information about yourself.

Comment [KF43]: Just confirming that this is correct?

Comment [dl44]: No, it wasn't supposed to be www.blackpages.co.za... it's been corrected to BBPP or can be changed to "Site"

UPDATES AND CHANGES TO PRIVACY POLICY

We reserve the right, at any time and without notice, to add to, change, update or modify this Privacy Policy, simply by posting such change, update or modification on the Site. Any such change, update or modification will be effective immediately upon posting on the site.

The current version of the Privacy Policy will govern the respective rights and obligations between the User and BBPP each time that the User accesses and uses the Site.

ACKNOWLEDGEMENT

The User hereby acknowledges that it is aware of the following:

- the Personal Information being collected;
- the name and address of BBPP;
- the purpose for which the Personal Information is being collected;
- that providing Personal Information is voluntary;
- failure to provide Personal Information will prevent BBPP from being able to offer the User access to the Site;

- the fact that BBPP may store Personal Information outside of the region or country in which the User may submit or use it;
- the identity of BBPP as the recipient of the Personal Information;
- the nature or category of the Personal Information;
- the existence of the User's right of access to and the right to rectify the Personal Information provided by the User;
- the existence of the right to object to the processing of Personal Information; and
- the right to lodge a complaint to the Information Regulator at:

Physical Address: SALU Building, 316 Thabo Sehume Street, Pretoria

Tel: 012 406 4818

Email: infoereg@justice.gov.za