

WEBSITE TERMS AND CONDITIONS

Between (i) **WATERWARE (PTY) LTD**, Registration no. 2016/372987/07 (hereinafter referred to as "THE COMPANY"); and (ii) the USER.

The services, products, materials and information offered by means of the use of this website and/or the online services feature are provided to you, as the User, subject to your acceptance of the terms and conditions of this agreement. When using, browsing or accessing this website and/or online services, you accept all the terms and conditions of this agreement, including, in particular, the limitations on use, liability and warranty set out hereunder.

- 1. OWNERSHIP.** This website, the content thereof, the products and the online services are the property and all proprietary rights therein vest in the Company. The User acknowledges that ownership of all intellectual property rights, including the trademarks, indicated on the website, vest in the Company and that it is not authorised to use, amend or exploit any of the intellectual property rights, including the trademarks in any manner whatsoever, without the prior written consent of the Company. The User furthermore acknowledges that the information and documentation contained on this website is the proprietary information and copyrighted material of the Company and that no party is entitled to use or exploit in any manner whatsoever, any of the proprietary information or copyrighted material of the Company without the prior written consent of the Company. The User shall, other than for his personal and non-commercial use, not store on his computer, or print copies of extracts from this website, and not, other than for his personal and non-commercial use, mirror or cache information provided via this website on his own server or other computer or other storage facility of whatsoever nature; or copy, adapt, modify or re-use the text or graphics from this website without prior written permission of the Company.
- 2. NO IMPROPER USE OR UNLAWFUL CONDUCT.** The User hereby agrees not to use this website and services for any purpose that is unlawful, improper or prohibited by these terms and conditions. Improper actions include, but are not limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the Republic of South Africa and/or foreign territories in which the User is resided or conduct business; activities designed to encourage unlawful behavior by others, the invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; and activities designed to impersonate the identity of a third party.
- 3. USE OF SERVICES.** The User agrees that it will only use this website, the information contained thereon and the online services in respect of the specific purposes for which it is created for. In using the website, information or online services, the User will not: (a) disrupt or interfere with any other user's enjoyment of such services or materials or any affiliated or linked sites, (b) upload, post or otherwise transmit any viruses or other harmful, disruptive

or destructive files, (c) create a false identity, (d) use or attempt to use another's account, password, service or system without authorization from the Company, (e) access or attempt to access any service or content which the User is not authorized to access, (f) disrupt or interfere with the security of, or otherwise cause harm to, any system resources, accounts, passwords, servers or networks connected to or accessible through such feature or any affiliated or linked sites, (g) conduct any surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise), (h) threaten, defame, abuse, harass, stalk or otherwise violate the legal rights (such as rights of privacy and publicity) of others, (i) publish, post, upload, distribute or disseminate any defamatory, obscene, or unlawful topic, name, material or information; (j) upload or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, without limitation, copyright, trademark, patents, designs, privacy and publicity laws unless the User own or control the rights thereto or have received all necessary authority to do the same, (k) advertise or offer to sell or buy any goods or services for any purpose, (l) violate any laws or regulations of the Republic of South Africa or any other country applicable.

4. **LIMITATION OF LIABILITY.** The use of this website and online services is at the User's own risk. In no event, including without limitation, negligence, will the Company, its subsidiaries, affiliates, agents, officers, directors, employees, partners, members or suppliers be liable to the User or any third party for any damages whatsoever, including, without limitation, special, punitive, incidental, indirect or consequential damages of any kind, or those resulting from loss of use, data or profits, viruses, worms, spam, whether or not the Company has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use the online services, products, materials or information, the statements or actions of any third party on or through the online services, products, materials or information or any dealings with vendors or other third parties, any unauthorized access to or alteration of the User's transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files or other content, any services available through the online services or website that are delayed or interrupted, or any website referenced or linked to from the online services feature.
5. **INDEMNITY.** THE USER HEREBY AGREE TO INDEMNIFY AND HOLD THE COMPANY, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES AND SUPPLIERS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) THE USER'S USE OF THE WEBSITE AND ONLINE SERVICES; (B) THE USER'S VIOLATION OF THESE TERMS AND CONDITIONS OR (C) THE USER'S VIOLATION OF ANY LAW, RULE OR REGULATION OR THE RIGHTS OF ANY OTHER PERSON OR ENTITY.
6. **THIRD PARTY SITES AND SERVICES.** This website and online services may also make available other services, service providers, dealings, websites

and/or web pages operated by third parties and/or external links, offering material, information and online services (the “third party service”). The use of the third party services and the use of information collected by the operators of such services/sites are governed by the terms of use and privacy policies found at such sites (if any). Third party services are made available only as a convenience, and the inclusion within the online services of any link to a third-party service does not imply endorsement by the Company of the operator of such site or any association between the Company and such operator. Any dealings between the User and any third party in connection with a third party service, including the delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such third party or the operator of such site. The Company will not be responsible or liable for any part of any such dealings.

7. **NO WARRANTY.** Except as expressly provided otherwise in a written agreement between the User and the Company, and except for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by law applicable to the User in its jurisdiction; this website, online services, and all products, materials and services offered through or in association with such features, are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, the Company and its suppliers make no warranty that (a) the website, online service, other services, products or materials will meet the User’s requirements, (b) the website, online service, other services products or materials will be uninterrupted, timely, secure, virus-free or error-free; or will be compatible with other software or applications to be used with or applied to, (c) the results that may be obtained from the use of the website, online service or other services and materials will be effective, accurate or reliable, (d) the quality of the website, online service, or any products, materials or other services will meet the User’s expectations and (e) any errors in any software obtained from or used through the website, online services, products and materials, or any defects in the services and products or materials, will be corrected, or that (f) the information provided will be accurate. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
8. **ACCURACY OF INFORMATION AND PRODUCTS.** The website and online services and other services, products and materials could include technical or other mistakes, inaccuracies or typographical errors. The Company may make changes to the website, online services, other services, information, products and materials, including the prices and descriptions of any products, at any time without notice. The information, services, products and materials may be out of date, and the Company gives no undertaking of any manner whatsoever to update such information, services or materials.

9. **MODIFICATION.** The Company reserves the right to change these terms and conditions without notice to the User. The User is responsible for reviewing these terms and conditions each time it uses the website and online services. The User's continued use of the website and online services constitutes the User's agreement to the then current terms and conditions.

10. **GENERAL.** This agreement constitutes the entire agreement between the parties. In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid part or portion shall be deemed to have been struck out of the agreement. No waiver by the Company in respect of the User's actions or omissions with regard to any breach, failure or default in performance by the User, and no failure, refusal or neglect by the Company to exercise any right hereunder or to insist upon strict compliance with or performance of the User's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and the Company may at any time require strict compliance with the provisions hereof.

11. **PRIVACY POLICY.** The Company's Privacy Policy (which is also available on this website) should be read together with these terms and conditions.

12. **ONLINE SERVICES AND USER AGREEMENT.** The Company's Online Services and User Agreement (which is also available on this website) should be read together with these terms and conditions.

13. **GOVERNING LAW AND JURISDICTION.** These terms and conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa.