

Freedat Company Terms of Use ("Terms")

1 GENERAL

- 1.1 These Terms govern your use of the website located at <https://business.freedat.co.za/> hereafter, the "**Platform**") owned and operated by Telkom SOC Limited, a company incorporated in terms of the laws of the Republic of South Africa, with registration number 1991/005476/30, together with its successors-in-title and all subsidiaries, affiliates and assigns ("**Telkom**" or "**we**" or "**us**").
- 1.2 Your use of the Platform is subject to your acceptance without modification of the terms, conditions, and notices contained in these Terms and Telkom's privacy policy located on the website, which explains how we process your personal information ("**Privacy Policy**"), which forms part of these Terms. By using the Platform, you agree to these Terms and to comply with all rules, terms, conditions, restrictions and notices contained in these Terms.

IMPORTANT PROVISIONS IN THESE TERMS

- 1.3 **These Terms contain provisions which limit our exposure to legal liability and make you responsible for a variety of acts. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms and are highlighted for your attention under these Terms. Important clauses, which may limit our responsibility or involve some risk for you are reflected in *italics* and are underlined. You must pay special attention to these clauses.**
- 1.4 **Nothing in these Terms is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created in terms of the Consumer Protection Act, 2008, to the extent that such legislation is applicable.**

2 YOUR AGREEMENT TO THESE TERMS

- 2.1 These Terms apply to the Platform and Platform Services made available by Telkom via the Platform.
- 2.2 *By registering to use the Platform and accessing the Platform, you agree and acknowledge that you have read all of the terms and conditions of these Terms, you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.*
- 2.3 You agree that you will only use the Platform in accordance with these Terms and any additional terms as mentioned below that may apply, including any terms and conditions incorporated by reference and any applicable laws, rules and regulations.

3 DEFINITIONS

- 3.1 These Terms may contain a number of terms and phrases which have a specific meaning in this document. In these Terms, headings are for convenience and shall not be used in its interpretation.
- 3.2 Unless we indicate to the contrary in these Terms, any references to any gender includes the other genders, the singular includes the plural and *vice versa*.
- 3.3 The following expressions shall bear the meanings assigned to them below and related expressions shall bear similar meanings –
- 3.3.1 "**Company Services**" means the services and/or products advertised by Companies on the Platform;
- 3.3.2 "**Content**" means all materials, including without limitation, graphics, films, images, audio material, video material, audio-visual material that you submit on the Platform for

storage or publication on, processing by, or transmission via, the Platform;

- 3.3.3 **"Platform Services"** means the provisions of the Platform by Telkom to the Company and the services described in clause 5 below. Telkom provides the following Platform Services to the Company, *inter alia* –
- 3.3.3.1 You are able to upload advertisements on the Platform for viewing, by Users;
- 3.3.3.2 Creation, maintenance and discontinuation of surveys;
- 3.3.3.3 the Company profile management; and
- 3.3.3.4 Data analysis;
- 3.3.4 **"the Company/you/your"** means any entity registered as a Partner on the Platform;
- 3.3.5 **"Users"** means, unless otherwise stated, any person accessing the Platform, other than the Company, who may view the Company's advertisements and take surveys posted on the Platform; and
- 3.3.6 **"Wallet"** means the Company's notional wallet into which funds debited from the Partner's credit card will be reserved.

4 **ACCOUNT REGISTRATION**

- 4.1 In order to access and use the Platform Services, you are required to register an account as the Company ("**Account**").
- 4.2 When you register on the Platform, you will be required to provide certain personal information which will be held and used in accordance with any consent obtained from you and the terms of our Privacy Policy. You agree to: (i) provide accurate and current information about yourself and, where you are registering the Account on behalf of a legal entity, about the legal entity on whose behalf you are registering the Account, as required by Telkom; and (ii) promptly update any information provided to Telkom to ensure that it is accurate and current.
- 4.3 *By registering an Account, you represent and warrant that you have the legal capacity or necessary consent to enter into a binding contract with Telkom. Where you are registering an Account on behalf of a legal entity, you represent and warrant that you are authorised to act on behalf of the legal entity on whose behalf you are registering the Account and you are in possession of documentary proof of such authority and you shall make same available to Telkom upon request. We reserve the right to suspend your access to and use of the Platform, or any part thereof, or terminate these Terms, without notice, upon any breach of the warranty contained in this clause 4.3.*
- 4.4 Upon registration, you will be given an Account, a username and password to access the Platform, which shall be solely for your use and you are to keep these details strictly confidential at all times. Your username and password ("**Registration Details**") are for your sole, personal use. You may not allow other persons to use your Registration Details, and you may not transfer your Account to any other person or entity. You are responsible for logging out if your computer or mobile device is accessible to others as a means to prevent unauthorised access.
- 4.5 You are responsible for safeguarding the Registration Details you use to access the Platform and agree to be fully responsible for activities or transactions that relate to your Account or Registration Details. You must notify Telkom immediately if you learn of an unauthorised use of your Account or Registration Details.
- 4.6 Once an Account has been allocated to you as the Company, you can upload your advertisements for your Company Services onto the Platform.

5 PLATFORM SERVICES

5.1 You acknowledge that –

5.1.1 Telkom grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Platform and Platform Services, subject to these Terms; and

5.1.2 The Platform, Platform Services and all information on the Platform are provided to you on an "as is" basis.

5.2 We reserve the right to replace, change or discontinue any of the Platform Services on reasonable notice to you and may also offer additional functionality and options as part of the Platform Services from time to time.

5.3 The Company warrants that –

5.3.1 all representations and warranties made by the Company with respect to the Company Services it advertises via the Platform are true and accurate;

5.3.2 it owns (or has full rights to) to market, promote, offer to sell, sell, grants access to, and distribute the Company Services it advertises via the Platform;

5.3.3 it holds, in its possession, documentary evidence to support all claims of the advertised Content, whether direct or implied, that are capable of objective substantiation of the advertised Content;

5.3.4 the advertising of its Content complies with the Advertising Standards of South Africa's Code of Ethics and Standards of Practice and all the applicable advertising laws and regulations;

5.3.5 it will timeously notify Telkom of any Content which is not suitable for Users or viewers which are under the age of 18 years; and

5.3.6 if its advertisements are more likely to be targeted to children, it will prominently display safety messages in a language that will be clearly understood by children.

6 DATA PROTECTION

Your right to privacy and security is very important to us. Telkom will adhere to the Privacy Policy to ensure that your personal information which is obtained through the use of the Platform is kept private and confidential.

7 GENERALLY ACCEPTABLE USE OF THE PLATFORM

7.1 Access to the Platform is permitted only in accordance with these Terms. We reserve the right to suspend your access to and use of the Platform, or any part thereof, without notice, upon any breach of these Terms which is brought to our attention; and

7.2 We reserve the right to report details of any information regarding Content or advertising which is indicative of the commission of any offence against any person, particularly children, to the relevant Authorities including the South African Police Service.

7.3 You shall not use the Platform to do any of the following –

7.3.1 upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of the Platform or another's computer;

7.3.2 upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party;

- 7.3.3 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Companies using the Platform;
- 7.3.4 use the Platform or Platform Services for any purpose or in any manner that is in violation of national, or international law;
- 7.3.5 publish, post, upload, distribute or disseminate any profane, defamatory, false, offensive, obscene, unlawful, illegal, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or Content that involve the sale of counterfeit or stolen items;
- 7.3.6 impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your Account;
- 7.3.7 post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited;
- 7.3.8 imply or state that any statements you make are endorsed by us, without our prior written consent;
- 7.3.9 reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Platform in any manner, or attempt to do any of the foregoing;
- 7.3.10 remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us;
- 7.3.11 upload Content that is offensive and/or harmful, including, but not limited to, Content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- 7.3.12 upload Content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner;
- 7.3.13 register to use the Platform under different usernames or identities, after your Account has been suspended or terminated; and
- 7.3.14 mirror or archive any part of the Platform or any Content or material contained on the Platform without our written permission.

8 **ADVERTISING**

8.1 ***Content of advertisements –***

- 8.1.1 Telkom may publish advertising guidelines and rules on the Platform from time to time and you will be bound by these guidelines and rules.
- 8.1.2 In addition to any other provisions of these Terms relating to your use of the Platform in general, including the provisions of clause 6, in relation to advertisements, you further agree not to do the following –
 - 8.1.2.1 use the Platform for any unlawful purpose, including, without limitation, advertising any product or service that would violate any applicable local or foreign laws, regulations, administrative or judicial order.
 - 8.1.2.2 use the Platform Service to deceive other users of the Platform or make inaccurate claims;

- 8.1.2.3 advertise in a manner that is reasonably likely to imply a false or misleading representation concerning goods or services advertised;
- 8.1.2.4 fail to correct an apparent misapprehension you published on the Platform, amounting to a false, misleading or deceptive representation;
- 8.1.2.5 use your advertisement to denigrate other advertisers or post advertisements that are contrary to the South African code of conduct published by the Advertising Standards Authority of South Africa available here <https://asasa.org.za/codes>
- 8.1.2.6 in your advertisement, use trademarks or other intellectual property of third parties without their consent; or
- 8.1.2.7 use the Platform to advertise or offer to sell or buy any goods or services without Telkom's express written consent.

8.2 **Target Audiences –**

- 8.2.1 Your advertisements will be shown to the Users based on your selection of target audiences based on the categories made available on the Platform and not on personally identifiable profile data of the viewing Users. Users are allocated into different categories based on profile data provided by the User upon registration to use the Platform. You acknowledge that Telkom does not verify the accuracy of User-generated content on the Platform and, as such, is not liable for any advertisement that was shown to Users based on inaccurate profile data.
- 8.2.2 User profile data will never be provided to you through your use of the Platform and Platform Service. For the avoidance of doubt, Users viewing your advertisement(s) will remain anonymous to you and you agree that you will not attempt to acquire any such User profile data through any means.
- 8.2.3 Your advertisements will also be shown to Users who are under the age of 18 (eighteen) years and, as such, you acknowledge that there is a special responsibility which is imposed on you by the Advertising Standards of South Africa to ensure that your marketing or advertising techniques are appropriate for Users under the age of 18 (eighteen) years.

8.3 **Removal of advertisements –**

- 8.3.1 Telkom has the editorial discretion to reject or cease airing any advertisement for any reason at any time, regardless of whether or not such advertisement was previously accepted or served.
- 8.3.2 Telkom has the right to refuse to air your advertisement and to remove any advertisement at any time without cause as Telkom determines in its sole and absolute discretion. Telkom is not required to provide you with any explanation for its refusal to place or removal of any advertising and you agree that all of Telkom's decisions relating to the placement and removal of advertising shall be final and binding.
- 8.3.3 For clarity, in the event of any removal of your advertisement as contemplated in this clause 8.3, you will be responsible for paying for all advertisements that ran and were viewed by Users prior to the time of removal or cessation of the advertisement.

8.4 **No Guarantees –**

- 8.4.1 Telkom does not and cannot be held liable for –
 - 8.4.1.1 the results or distribution of any advertisement in any manner;
 - 8.4.1.2 advertisements which contravene advertisement laws and regulations;
 - 8.4.1.3 the number of impressions (i.e., times your advertisement is viewed by a User) or

clicks (i.e., times your advertisement is clicked on by a User); and

- 8.4.1.4 the placement, delivery, timing, or performance of advertisements as it does not screen or attempt to verify the accuracy of any information on the Platform.

8.5 **Cancellation of Advertisements –**

You have the ability to cancel your advertisement at any time after its submission. Telkom will endeavour to cease airing your advertisement promptly following your cancellation. You shall be required to pay for those clicks which occur prior to discontinuation of your advertisement.

9 **SURVEYS**

- 9.1 As part of the Platform Services, you are able to create individualized surveys (consisting of 10 (ten) multiple choice questions), obtain survey results, and use related services ("**Survey Services**").

- 9.2 As part of the Survey Services, you can –

9.2.1 create and post survey(s);

9.2.2 view current survey(s) posted;

9.2.3 change the status of a survey (e.g., active or inactive), the budget allocated, and the duration of the survey; and

9.2.4 remove the survey completely from the Platform.

- 9.3 If you create and upload a survey on the Platform, you are entirely responsible for the Content and any harm resulting from that Content and/or the Survey.

- 9.4 Telkom is not responsible for the content of any survey or invitations to take surveys or invitations to view survey results created on or through the Platform Service nor is it responsible for the responses submitted to any survey requests or for the results generated by survey responses. Telkom does not warrant or make any representations regarding the use or the consequences of the use of any survey created on the Platform, survey responses or survey results nor does Telkom warrant the correctness, usefulness, reliability, accuracy or otherwise of any survey responses or survey results. Telkom owns the Content including the graphics, names, text, software, pictures, compilations, survey templates, surveys, page layout, design, processes, procedures, magnetic translation, digital conversion or other material contained in the Survey Service and the Platform to the extent such Content is provided and/or designed by Telkom. Such Content is protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You may not copy, reproduce, distribute in any way, or decompile, reverse engineer or disassemble the Content as contemplated herein. You are permitted the limited license to use the Content of the Survey Service and the Platform as authorised herein to create surveys and view survey responses and survey results for your personal use as an end product only. While your Account is active, you will have the right to access your surveys, survey responses, survey results and related survey data, and you assume the entire risk of disclosing such Content to third parties. Modification or use of Telkom's Content in any prohibited way is a violation of copyright and other applicable proprietary laws.

- 9.5 Telkom may, in its sole discretion, establish and enforce general practices, policies and limitations with regard to your use of the Platform Service, including, but not limited to –

9.5.1 The maximum number of day(s) for which your survey, survey invitations, survey responses, saved reports, electronic mail invitations, and other uploaded Content will be stored on the Platform;

9.5.2 the maximum number of surveys, survey questions, and survey invitations that you may

be allowed to conduct or create through the Survey Service or Platform; and

- 9.5.3 The maximum number of instances and duration which you may access the Survey Service in any given period of time.
- 9.6 Without limiting any other right of Telkom under these Terms, Telkom reserves the right to –
- 9.6.1 modify the content any survey created and uploaded on the Platform from time to time, with or without notice where it deems this necessary;
- 9.6.2 determine (in its sole and absolute discretion) if content of any survey is in violation of the Terms, generally, or this clause 8, specifically and edit or remove any Content that it considers inappropriate or remove the survey in its entirety; and
- 9.6.3 Telkom shall not be liable for any loss or damage arising from removal or failure to remove any content of a survey.

10 PAYMENTS FOR PLATFORM SERVICES

- 10.1 The Company shall, as consideration for the Platform Services –
- 10.1.1 For advertisements –
- 10.1.1.1 pay Telkom a fee on a "per impression" basis (i.e., based on the number of times the Company's advertisement is displayed to Users); or
- 10.1.1.2 pay Telkom a fee on a "per click" basis (i.e., based on the number of times the Company's advertisement is clicked on and viewed by a User on the Platform); and
- 10.1.2 For Survey Services –
- 10.1.2.1 pay Telkom a fee on a per survey completed basis,
- in accordance with Telkom's rate card for Platform Services which can be viewed by the Company [here https://business.freedat.co.za/producer-home/privacy/pricing/image-ad-pricing](https://business.freedat.co.za/producer-home/privacy/pricing/image-ad-pricing)
- 10.2 You agree to pay for all fees you incur in connection with each advertisement or survey and you hereby either: (i) grant Telkom the right to regularly charge your Wallet, as and when fees are incurred, as means of satisfying the fees you owe for the Platform Services; or (ii) agree to pay invoices for the fees you owe 60 (sixty) days from the date of Telkom's invoices for Platform Services rendered, as may be agreed to between you and Telkom. For clarity, Telkom shall, in its sole and absolute discretion, develop (and communicated to the Company from time to time) the criteria to be used to determine whether the Company qualifies to receive Platform Services on credit.
- 10.3 Telkom's measurements are the definitive measurements under these Terms for calculating your fees for the Platform Services. You are responsible for paying all taxes and government charges that we must levy on your fees for advertising, including Value Added Tax.
- 10.4 Telkom reserves the right to change the fees payable and payment terms in relation to your usage of the Platform Services by publishing the new fees and payment terms on the Platform at least 30 (thirty) days prior to the new pricing taking effect. You will be allowed to cancel these Terms in the event that you do not accept such changes made by Telkom to the fees and/or payment terms, by written notice to Telkom to be given within the 30 (thirty) day period following the publication of the notice of increase. In such case, you must immediately stop using the Platform Services. If you do not notify us of your intention to cancel these Terms within the 30 (thirty) day period, we can assume that you have accepted the amended fees and payment terms.

- 10.5 If for any reason Telkom fails to receive your payment on the due date therefor, including any failure or delay in third party payment processing, you will not be permitted to access and/or use the Platform Services until the overdue amount has been paid to Telkom. Telkom is not liable to you for any loss, damage, cost or claim which you suffer as a consequence of the deletion of your survey/s or advertisement/s from the Platform and/or your inability to access and/or use the Platform due to lack of funds in your Wallet. Telkom will restore your use and/or access to the Platform and Platform Services on receipt of the full amount outstanding.
- 10.6 You acknowledge that –
- 10.6.1 amounts paid for the Platform Services, credited to your Wallet and allocated in accordance with Telkom's Wallet rules (as contemplated in clause 12) for Platform Services rendered are non-refundable; and
- 10.6.2 any amount(s) paid for the Platform Services, which have not been allocated in accordance with Telkom's Wallet rules (as contemplated in clause 12) may be refunded to you. The following procedure shall apply to requests for refunds of these funds –
- 10.6.2.1 you will send an e-mail to Freedatsupport@telkom.co.za with details of the request for refund and your Company name;
- 10.6.2.2 we will then review your Account and verify whether, there are any amounts which have not been allocated in accordance with clause 12; and
- 10.6.2.3 any amounts which have been positively verified as not been allocated will then be refunded to into your bank account (details of which will be requested from you via e-mail) within a period of 7 (seven) days.

11 PROMOTIONAL OFFERING

- 11.1 Telkom will from time to time and at its sole discretion organise promotions (the Promotion) on the Platform. Telkom will set a criteria and elect Companies which qualify for the Promotion (the "Qualifying Company").
- 11.2 During the launch of the Platform and any time thereafter and when Telkom deems it viable to run a Promotion, Telkom will send the Qualifying Company a coupon code (the "Coupon") via e-mail, which is redeemable on the Platform at no cost to the Qualifying Company and may be used to purchase any one of the Platform Services.
- 11.3 The Coupon will be effective from the date which Telkom sends an e-mail with the Coupon code to the Qualifying Company and shall endure for a period of 3 (three) months (from the Coupon e-mail date) unless the Coupon becomes depleted before the expiry date.
- 11.4 Before the Coupon expires, Telkom undertakes to send a 7 (seven) days prior notice via e-mail informing the Qualifying Company that their Coupon will expire within a period of 7 (seven) days. Upon depletion or expiration of the Coupon allocated to the Qualifying Company, the Qualifying Company will need to credit its Wallet, by following the process set out in clause 12.2, to continue enjoying the Platform Services.
- 11.5 The Qualifying Company agrees that the Coupon will not be exchanged for cash and will not be transferable or negotiable.
- 11.6 The Promotion, the Coupons, and any terms pertaining to the Qualifying Company may be amended by reasonable notification at any time during the Promotion and will be applied and interpreted in the sole discretion of Telkom.
- 11.7 Telkom reserves the right to extend, reasonably shorten or suspend the time period of the Promotion for technical or commercial or operational reasons or due to a "force majeure" event (as detailed in clause 18.5.9) or generally for any reason whatsoever within its sole discretion, on condition that it notifies the Qualifying Company in a manner that is expedient according to its best ability.

12 WALLET AND WALLET RULES

- 12.1 Once an Account has been allocated to the Company, , the Company will need to credit its Wallet, following the process set out in clause 12.2 below, to continue enjoying the Platform Services.
- 12.2 The following rules will apply to Wallets –
- 12.2.1 You can upload funds to their Wallets using their credit card – when the transaction is completed, the funds will reflect in the Wallet within 2(two) days.
- 12.2.2 Credit card payments are processed on Telkom's behalf by a secure third-party payment gateway.
- 12.2.3 Payment may be made using any of VISA or MasterCard credit cards. Telkom reserves the right to change which credit cards it accepts in its sole discretion and (a) you may be required to modify your account to provide a then-acceptable credit card in order to maintain your account and (b) your only recourse if you are not satisfied with the then-accepted payment options is to cancel your subscription to the Platform Services, provided that you will nevertheless be responsible for any Platform Services already performed.
- 12.2.4 You can view your total Wallet amount on the Platform.
- 12.2.5 Funds in the Wallet will be reflected on the Platform as follows –
- 12.2.5.1 Unassigned – these are funds that have not yet been allocated to any advertisement or survey and may be refunded to you, upon your request.
- 12.2.5.2 Funds reserved for image advertisements – these are funds that have been allocated to an image advertisement(s).
- 12.2.5.3 Funds reserved for video advertisements – these are funds that have been allocated to a video advertisement
- 12.2.5.4 Funds reserved for surveys – these are funds that have been allocated to surveys.
- 12.2.6 You can request refunds or withdrawals for funds reserved in the Wallet as follows –
- 12.2.6.1 You can request a refund or withdrawal by contacting Telkom's support desk at Freedatsupport@telkom.co.za.
- 12.2.6.2 Once a request has been received by Telkom, a ticket will be created to assist You in transferring the funds from the Wallet to the Partner's credit card. For clarity, only the unassigned budget or portion of funds in the Wallet can be withdrawn by or refunded to You.
- 12.2.7 Spend overview: You will be able to view your monthly actual spend on advertisements and surveys.

13 THIRD PARTY TELECOMMUNICATIONS

You acknowledge that the Platform and Platform Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment (hardware) malfunctions, (b) software malfunctions, (c) periodic maintenance procedures or repairs which Telkom and/or its third party service providers may undertake from time to time, or (d) causes beyond the reasonable control of Telkom and/or its third party service providers which causes are not reasonably foreseeable by Telkom and/or its third party service providers.

14 WE MAY MONITOR YOUR COMMUNICATIONS

Subject to the provisions of the Regulation of Interception of Communications and Provision of communication-related Information Act of 2002 ("**RICA**"), you agree to permit us to intercept, block, filter, read, delete, disclose and use all communications you send or post to the Platform. You also agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the Electronic Communications and Transactions Act of 2002 and in RICA.

15 TERM AND TERMINATION

15.1 Term

These Terms shall continue in full force and effect until such time as it is terminated by you or by us.

15.2 Suspension and Termination by Telkom.

15.2.1 We may suspend your right to use the Platform at any time in the event that we believe that you have breached these Terms or any policy posted on the Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, "**Prohibited Conduct**").

15.2.2 If you breach these Terms, we will provide you with written notice of your breach, which will be sent to the email address you provided to us during registration, and you will have a period of 5 days to remedy your breach. If you do not remedy your breach within the 5 (five) day period, we may terminate these Terms immediately on written notice to you.

15.2.3 In addition to suspending and/or terminating your registration, we reserve the right to take appropriate legal action, including without limitation pursuing civil and/or criminal recourse. When terminating your registration, Telkom may delete your profile and all the information in it. In addition to this, Telkom may terminate your registration if –

15.2.3.1 you make any false statements or representations which relate to the structure and/or composition of the Company before or after your registration as the Company;

15.2.3.2 you make false statements or representations relating to obligations arising from these Terms;

15.2.3.3 falsifying any documents or records relating to obligations arising from these Terms; and

15.2.3.4 being under investigation by any government agency for alleged criminal activities or misconduct.

15.2.4 If we terminate these Terms, we will refund to you any unassigned funds in your Wallet (as contemplated in clauses 12.2.5.1).

15.2.5 Telkom may also terminate these Terms: (i) immediately on written notice to you at the physical or email address you provided to us during registration if we are required to do so for legal reasons; or (ii) by giving 30 days' prior written notice to you at the email address you provided to us during registration. In the event of termination by us pursuant to this clause 15.2.5, we will refund you the unused portion of any funds in your Wallet.

15.3 Termination by You.

You may cancel these Terms by giving us 30 (thirty) days' prior written notice to the address set out in clause 22, provided that where you terminate these Terms in accordance with this clause 15.3, you will be liable for immediate payment of all outstanding fees, you shall not be entitled to any refund of fees already allocated for Platform Services in your Wallet, and we will refund to you any unassigned funds in your Wallet (as contemplated in clauses

12.2.5.1).**16 WEBSITE AND INTELLECTUAL PROPERTY RIGHTS**

- 16.1 Telkom is the owner of the Platform and so it retains all right, title and interest in and to the Platform and all related documentation and proprietary products, whether used to provide, or as are developed or created as part of, the Platform Services.
- 16.2 You agree that you will not copy, reproduce, distribute, or create derivative works from this Content or reverse-engineer any part of the Platform Services and the Platform.
- 16.3 The right to use the Platform is subject to the following restrictions which you agree to: Except as expressly permitted by these Terms, you agree not to, nor will you allow any third party (whether or not for your benefit) to:
- 16.3.1 run, rent, lease, loan, or sell access to the Platform or Platform Services;
 - 16.3.2 decompile or reverse engineer or attempt to access the source code of the software underlying the Platform or Platform Services;
 - 16.3.3 copy, archive, store, reproduce, rearrange, modify, adapt, download, upload, create derivative works from, display, perform, publish, distribute, redistribute or disseminate any Telkom intellectual property;
 - 16.3.4 use the Platform to build products or services using similar ideas, features, functions, interface or Content made available through the Platform;
 - 16.3.5 use any aspect of the Platform by any means other than as permitted in these Terms;
 - 16.3.6 circumvent, disable or otherwise interfere with the Platform's security features or any other features that prevent or restrict use or copying of any Content, protect sensitive or confidential data or enforce limitations of Platform use;
 - 16.3.7 use the Platform in such a way as to interfere with use of the Platform, so as to constitute a denial, including a partial denial, of service to other Companies using the Platform; or
 - 16.3.8 delete the copyright and other intellectual property rights notices posted on the Platform.
- 16.4 You are granting Telkom a non-exclusive, fully paid up and royalty-free right to use, reproduce, and distribute any Content you create, including the Content of your advertisement(s) and/or survey(s) for use in connection with the Platform Service. You are also, by creating an advertisement and/or survey, granting Telkom a non-exclusive, fully paid up and royalty-free right to use, reproduce, and communicate the name and trademarks of your organisation as an advertiser on the Platform, unless requested otherwise in writing to Telkom. Telkom shall also have the non-exclusive, fully-paid up and royalty free, perpetual right to use any advertisement(s) placed or survey(s) created through the Platform, and the name, trademarks and logos of any person or company on whose behalf a placement and creation has been made, in connection with Telkom's promotion of the Platform Service.

17 DISCLAIMER OF WARRANTY

- 17.1 To the fullest extent permitted by law, Telkom does not warrant -
- 17.1.1 that the Platform and functionality thereof will meet your requirements;
 - 17.1.2 the proper performance of the Platform and/or Platform Services;
 - 17.1.3 that the operation of the Platform and/or Platform Services will be reliable, always on time, secure, uninterrupted or error-free; or
 - 17.1.4 that all Platform errors or defects will be corrected.

- 17.2 Any information and material downloaded or otherwise obtained through the use of the Platform is done at your own discretion and risk. You are solely responsible for damage to your computer system or loss of data that results from the download of any such material. No information, whether oral or written, obtained by you from the Platform will create any warranty not expressly stated in these Terms.
- 17.3 To the fullest extent permissible by law, Telkom disclaims all warranties and conditions with respect to the Platform, Services and/or the Platform Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.
- 18 **LIMITATION OF LIABILITY AND INDEMNITIES**
- 18.1 You hereby indemnify Telkom and Telkom's associates from any losses due to or arising out of your use of the Platform or your breach of these Terms.
- 18.2 Telkom will not be liable to you for any claims or losses of whatever nature in relation to the Platform as a result of your or anyone else gaining unlawful access to the Platform or any of its Content or as a result of Telkom acting on an instruction received from you, including to access your information held with any third party institution.
- 18.3 Telkom is not responsible for any damages, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on any advertisement, survey, survey responses or survey results created on or through the Platform, Platform Services and/or Survey Service. You acknowledge that it is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of any advertisement, surveys, survey responses, survey results or other information received while using the Platform.
- 18.4 Your interaction, correspondence or business dealings with third parties or Companies which are referred to or linked from or to the Platform are entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.
- 18.5 Further, and save to the extent attributable to the gross negligence or willful misconduct of Telkom or any of its employees, you agree that Telkom will not be responsible for and you indemnify Telkom, its directors, employees and agents against and hold them harmless from:
- 18.5.1 all losses in respect of any claims of whatsoever nature which may be brought against Telkom or which Telkom may suffer or incur as a result of acting or not acting on any instruction received from you in relation to the Platform;
- 18.5.2 any claims relating to the non-performance or deficient performance of any Company Services;
- 18.5.3 any unauthorised interception or monitoring of the Platform;
- 18.5.4 any unauthorised access (including but not limited to phishing) to your information displayed on the Platform or accessed by you as part of the Platform or any breach of security or any destruction or access to your data or any destruction or theft of or damage to any of your equipment;
- 18.5.5 all losses (including, but not limited, to indirect, incidental, consequential loss and damage) caused by or arising from your use of or your inability to use the Platform and/or your breach of these Terms, to the extent that it is permissible for you to give this undertaking in law;
- 18.5.6 any infringement of any intellectual property rights by you;
- 18.5.7 all losses incurred as a result of unauthorised access to or alteration of your information

and/or any third-party information provided by you or any third party pursuant to these Terms;

18.5.8 all losses arising from relying on any information obtained by you through use of the Platform;

18.5.9 all losses, including losses for unauthorised access to your confidential and/or personal information, incurred as a result of the malfunction, failure or unavailability of the Platform Services, the Platform or any hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, pandemic or any other event beyond Telkom's control;

18.5.10 all losses incurred as a result of your failure to comply with the security obligations contained in these Terms;

18.5.11 losses incurred as a result of the Platform being degraded or during the maintenance of the Platform;

18.5.12 losses caused by or arising from the unavailability of, any interruption in or your access to the Platform (either in part or as a whole) for any reason whatsoever; and/or

18.5.13 losses incurred as result of any inaccuracies in the provision of the Platform Services and/or the Platform.

19 CHANGES TO THESE TERMS

19.1 We may make changes or updates to these Terms, or any of our Platform Services from time to time. We may do this by posting the updated Terms on our website or the App, or by sending you an email, text message (SMS). In the event that you proceed to use the Platform after such notification has been posted via the Platform or where you have been notified via email, SMS, you agree that you will be deemed to have accepted the amended Terms.

19.2 Without limiting clause 19.1 and subject to clause 10.4, you will be allowed to cancel these Terms in the event that you do not accept any material changes made by Telkom to these Terms or the Platform Services, by written notice to Telkom to be given within 7 (seven) days of the change taking effect. In such case, you must immediately stop using the Platform. If you do not notify us of your intention to cancel these Terms within the 7 (seven) day period, we can assume that you have accepted the amended Terms.

20 LAW AND JURISDICTION

20.1 The laws of the Republic of South Africa govern these Terms and your use of the Platform.

20.2 You further consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division (Johannesburg) in respect of disputes which may arise out of your use of the Platform and these Terms.

21 SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* (as if it were not written) and severed from these Terms, without invalidating the remaining provisions of these Terms.

22 DOCUMENTS AND NOTICES

22.1 We choose the following address for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Email: Legalservices@telkom.co.za

Or via Registered Mail: The Hub, 61 Oak Ave, Highveld Techno Park, Centurion, 0157
Attention: Telkom Legal Services

Telkom SOC Limited

- 22.2 You choose the email address and physical address you provide us at the time of registration as your address for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

23 CONTACT US

Should you wish to raise any questions or complaints in connection with these Terms, you can contact us by e-mail at Freedatsupport@telkom.co.za.

ACCESS TO AND USE OF THE PLATFORM AND/OR PLATFORM SERVICES AVAILABLE ON OR THROUGH THE PLATFORM IS CLASSIFIED AS AN “ELECTRONIC TRANSACTION” IN TERMS OF THE ECT ACT AND THEREFORE YOU HAVE THE RIGHTS DETAILED IN CHAPTER VII OF THE ECT ACT AND WE HAVE THE DUTY TO DISCLOSE THE FOLLOWING INFORMATION:

OUR FULL NAME AND LEGAL STATUS: TELKOM SOC LIMITED, A COMPANY INCORPORATED IN TERMS OF THE LAWS OF THE REPUBLIC OF SOUTH AFRICA, WITH REGISTRATION NUMBER 1991/005476/30.

STREET ADDRESS: THE HUB, 61 OAK AVE, HIGHVELD TECHNO PARK, CENTURION, 0157

POSTAL ADDRESS: PRIVATE BAG X881, PRETORIA, GAUTENG, 0001

PHYSICAL ADDRESS FOR RECEIPT OF LEGAL SERVICE: THE HUB, 61 OAK AVE, HIGHVELD TECHNO PARK, CENTURION, 0157

WEBSITE ADDRESS: [HTTPS://WWW.TELKOM.CO.ZA](https://www.telkom.co.za)

Governing terms of use: These Terms

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