

## BEAGLE TERMS & CONDITIONS

### 1. AGREED TERMS & INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms & Conditions.

1.1.1 **Beagle:** Mpowered's B-BBEE certificate database.

1.1.2 **Bugs:** an error in a computer program or system.

1.1.3 **Mpowered:** Mpowered Business Solutions (Pty) Ltd, Reg. no 2000/029482/07.

1.1.4 **Services:** the subscription services provided by Mpowered to the Customer via [www.mpowered.co.za](http://www.mpowered.co.za) or any other website notified to the Customer by Mpowered from time to time, as more particularly described in the Documentation.

1.1.5 **Trojan horse:** a program designed to breach the security of a computer system while ostensibly performing some innocuous function.

1.1.6 **Users:** those employees, agents and independent contractors using the Services and the Documentation.

1.1.7 **Virus:** any device or thing (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar

things or devices.

1.1.8 **Web scraping:** data scraping used for extracting data from websites through manual or automated means and includes "Web harvesting", "Web data extraction" or any similar tool.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms & Conditions.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force, for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes faxes and e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of these Terms & Conditions.

1.10 No rule of construction shall be applied to the disadvantage of a party to these Terms & Conditions because that party was responsible for or participated in the preparation of these Terms & Conditions or any part of it.

## 2. GENERAL

- 2.1 By using Beagle, Users acknowledge and agree to the terms of Beagle, and Mpowered's general Terms & Conditions, which is incorporated herein by reference. If Users choose to not agree with any of these Terms & Conditions, Users may not use the Service and/or Beagle.
- 2.2 Mpowered reserves the right at any time, at our sole discretion, to change or otherwise modify these Terms & Conditions without prior notice, and Users continued access or use of Beagle signifies acceptance of the updated or modified Terms & Conditions.
- 2.3 Mpowered retains the right, at our sole discretion, to deny Users access to Beagle and the services Mpowered offers, at any time and for any reason, including, but not limited to, violation of these Terms & Conditions.

## 3. DISCLAIMER OF WARRANTIES

- 3.1 Beagle is provided to Users "AS IS" for their information and use only. Mpowered makes no warranties or representations about the accuracy or completeness of Beagle's content and assumes no liability or responsibility whatsoever.
- 3.2 Users understand that, when using Beagle, online services and other services, they will be exposed to content from a variety of sources. Beagle, online services and other services and materials could include technical or other mistakes, inaccuracies or typographical errors or offensive, indecent, or objectionable content. Further, the content of any given certificate may recently have been changed, vandalized or altered by someone whose opinion does not correspond with the state of knowledge in the relevant certificate. If Users object; they should not use Beagle, online services and/or the other services.
- 3.3 The information, services, and materials contained in Beagle, online services and other services may be out of date, and Mpowered gives no undertaking of any

manner whatsoever to update such information, services or materials.

- 3.4 Any information contained on Beagle, is intended for general information purposes only, and is not meant to be an endorsement or representation by Mpowered or any other party, and should in no way be construed as professional advice. Users should refrain from making any business decisions based on this information without consulting Mpowered for advice related to their specific and precise requirements.

## 4. RESTRICTIONS ON USE

- 4.1 Users agree that they will only use Beagle, the information contained therein and the online services in respect of the specific purposes for which it is created.
- 4.2 In using Beagle, information or online services, Users may not:
- 4.2.1 disrupt or interfere with any other User's enjoyment of such services or materials or any affiliated or linked sites;
  - 4.2.2 upload, post or otherwise transmit any Viruses or other harmful, disruptive or destructive files;
  - 4.2.3 create a false identity;
  - 4.2.4 access or attempt to access any service or content which they are not authorized to access;
  - 4.2.5 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;
  - 4.2.6 conduct any surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
  - 4.2.7 threaten, defame, abuse, harass, stalk or otherwise violate the legal rights (including

- the rights of privacy and publicity) of others;
- 4.2.8 publish, post, upload, distribute or disseminate any defamatory, obscene, or unlawful topic, name, material or information;
- 4.2.9 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 they own or control the rights thereto or have received all necessary authority to do the same;
- 4.2.10 violate any laws or regulations of the Republic of South Africa or any other country applicable.
- 4.3 The use of Web scraping and/or search technology, such as "web-crawlers" or "web spiders", to search and gain information from Beagle is not permitted. Should Mpowered, in its sole discretion, believe that Users are Web scraping or using Beagle for something other than its intended use, Mpowered has the right to, in addition to any other legal actions, revoke Users' permission to use the website permanently (or for any such length of time as Mpowered in its sole discretion deems), and may claim damages for the illegal use of its intellectual property.
- 4.4 Users agree to not collect or harvest any personally identifiable information, from the Services and/or Beagle, nor use the communication systems provided for any commercial or spam purposes. Users further agree not to spam, or solicit any Users of the Services and/or Beagle.
- 4.5 The design of Beagle along with the Mpowered created text, scripts, graphics, interactive features, trademarks, service marks and logos contained therein are owned by Mpowered, subject to copyright and other intellectual property rights under the Republic of South Africa and foreign laws and international conventions. Use of any or multiple of these items may only be permitted with the written consent of the owner of such item.
- 4.6 Mpowered reserves all rights not expressly granted in and to Beagle. Users agree to not engage in the use, copying, scraping or distribution of any of Beagle's information other than expressly permitted herein.
- 4.7 Users shall not, other than for their own personal and non-commercial use:
- 4.7.1 store on their computer, or print copies of extracts from Beagle;
- 4.7.2 mirror or cache information provided via Beagle on their server or other computer or another storage facility of whatsoever nature;
- 4.7.3 copy, adapt, modify or re-use the text or graphics from Beagle, without the prior written consent of Mpowered.
5. **THIRD-PARTY INFORMATION**
- 5.1 Links to other websites operated by other entities are included as a convenience to Users. Mpowered makes no representation regarding the content or accuracy of any other website, which Users may access through Beagle.
- 5.2 Mpowered is not responsible for the content found on other websites, which is linked from Beagle. The existence of these links on Beagle does not imply endorsement, recommendation or sponsorship for any linked website or the services, products or advice described on these sites. The views, opinions, statements, offers or other information or content expressed therein are those of the respective author(s) or distributor(s) and not Mpowered.
6. **LIMITATION OF LIABILITY**
- 6.1 In no event shall Mpowered, its officers, directors, employees, and/or agents, be liable to Users for any direct, indirect, incidental, special, or consequential

damages whatsoever resulting from any:

- 6.1.1 errors, mistakes, or inaccuracies of content *inter alia*, pricing, availability, specials and advertising;
- 6.1.2 personal injury or property damage, of any nature whatsoever, resulting from User's access to and use of Beagle;
- 6.1.3 any unauthorized access to or use of Mpowered's secure servers and/or any personal information and/or financial information stored therein;
- 6.1.4 any interruption or termination of transmission to or from Mpowered's servers;
- 6.1.5 any Bugs, Viruses, Trojan horses, or the like, which may be transmitted to or through Mpowered's Services by any third party;
- 6.1.6 any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via Beagle, whether based on

warranty, contract, or any other legal theory, and whether or not Mpowered is advised of the possibility of such damages;

- 6.1.7 the disclosure of information under these Terms & Conditions or privacy policy.
- 6.2 This limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 6.3 Mpowered warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms & Conditions.

## 7. VIOLATIONS AND ADDITIONAL POLICIES

- 7.1 Mpowered reserves the right to seek all remedies available at law and in equity for violations of these Terms & Conditions, including the right to block access from a particular internet address.

These Terms & Conditions have been entered into on the Effective Date.