

#### TERMS AND CONDITIONS OF USE

## 1. Introduction

These terms and conditions ("Terms") apply to the website located at cgnetsa.co.za. The website ("Website" is owned by CGNET SA (Pty) Ltd) ("CGNET SA").

The Website provides more information about CGNET SA and its products and services as well as news and articles pertaining Governance, Risk and Compliance ('GRC') matters.

These Terms constitute an agreement between CGNET SA and the User or Client and are binding on everyone who chooses to access the Website, without qualification or exception. By using this Website, any User accessing the Website agrees to be bound by and shall be regarded to have accepted to abide by these Terms and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the Website.

## 2. Use of and Access to this Website

CGNET SA owns and operates this Website.

All materials on this Website, including but not limited to text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Website are the property of CGNET SA, the respective owner(s) and/or licensor(s) and are protected by law. Materials that are viewed, printed, and/or downloaded from this Website are to be used only for personal use and may not be used for any commercial purposes to derive profit.

The User may not directly, or indirectly, attempt or use, reproduce, adapt, alter, distribute, monitor, modify, publish, upload, post, transmit or in any other way deal or interfere with the Website or Content, or any portion of the Website or Content, without CGNET SA's prior written consent. The use of such materials is strictly prohibited as such unauthorised use or reproduction may violate local and international copyright, trademark, or other laws.

The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Website or Content without the prior written consent of CGNET SA.



The User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any communication or transaction being conducted on the Website, or with any other user or visitor's use of the Website.

#### 3. Access to Password-Protected or Secured Areas

Access to and use of password-protected or secured areas of this Website is restricted to authorised Users only. Where necessary, the User will be asked to provide accurate and current information on all registration forms on this Website. If the User uses this Website, the User is entirely responsible for maintaining the confidentiality of the User's account and password and for restricting access to the User's computer and agrees to accept responsibility for all activities that occur under the User's account.

The User agrees to notify CGNET SA immediately of any unauthorised use of the User's account or password, or any other breach of security.

The User may not misuse or share the username or password, misrepresent identity or affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials the User is exposed to through this Website. The User may not at any time use any other user's password or account details without the express permission and consent of such user. The User may not by any means, directly or indirectly, attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website, or to any of the services offered on or through the Website. CGNET SA cannot and will not be liable for any loss or damage arising from the User's failure to comply with these obligations.

If the User violates the obligations under this section, the User may be held liable for losses incurred by CGNET SA.

#### 4. Communications

All communications from the User to this Website, in the form of comments, questions, or general feedback, will be considered non-confidential and non-proprietary. The User agrees that any such communications will be deemed to be the property of CGNET SA and CGNET SA shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such communications, for any purpose, without compensation to the User.



CGNET SA may provide users with forums where they can post content to our Website. CGNET SA does not necessarily endorse, support, or agree with content posted by users.

The User agrees not to post any unlawful, abusive, offensive, sexually oriented, obscene, defamatory, harassing, profane, or otherwise indecent information of any kind, including without limitation any communications that would constitute a criminal offense, give rise to civil liability, or violate local or international law, or infringe upon another person or organisation's rights. The User acknowledges and agrees that it is solely responsible for the content of their communications and their legality under all laws.

CGNET SA undertakes to ensure that the Website used to deliver products and services in accordance with these Terms, will be maintained in a manner which ensures compliance with at least the minimum standard required by law and be of a standard no less than standards which comply with the international best practice for the protection, control and use of personal information.

# 5. Third-Party Websites

The Website may contain links to other websites. CGNET SA has no control over such websites and does not review or endorse their content and will not be responsible for their content or accuracy. The User's accesses such websites at the User's own risk and judgment.

# 6. Privacy

CGNET SA's Privacy Policy applies to use of this Website, and its terms are made a part of these Terms by this reference.

By accepting these Terms, the Use or Client confirms that it has obtained consent to provide CGNET SA with the names and email addresses of the person(s) who will be registered as Users of the Website.

# 7. Updating of these Terms

CGNET SA reserves the right to change, modify, add to, or remove portions or the whole of these Terms from time to time. Changes to these Terms will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms on the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms, including such changes or updates.



## 8. Disclaimer

Except as expressly provided for in these Terms, CGNET SA does not make any representations or warranties of any kind, express or implied, in connection with the Website or any other services provided for under this agreement. Without limiting the foregoing, CGNET SA disclaims any warranty that the Website will be error-free or uninterrupted, that all errors will be corrected or that the Website is fit for a particular purpose.

# 9. Governing Law

The entire provisions of these Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the parties to these Terms hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms.

# 10. Questions and Information

For additional information and any queries regarding these Terms, please contact info@praefectus.co.za