

## TERMS OF USE AND PRIVACY

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM. BY USING THIS WEBSITE, OR BY DOWNLOADING OR INSTALLING ANY SOFTWARE AVAILABLE ON THIS WEBSITE, OR BY USING ANY SERVICES MADE AVAILABLE ON OR THROUGH THIS WEBSITE OR THE AFOREMENTIONED SOFTWARE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE WITHOUT MODIFICATION, YOU MAY NOT USE THIS WEBSITE OR THE AFOREMENTIONED SOFTWARE OR SERVICES IN ANY MANNER WHATSOEVER.

These Terms of Use make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter “the ECT Act”), promulgated in the Republic of South Africa, a copy of which may be obtained at [http://www.internet.org.za/ect\\_act.html](http://www.internet.org.za/ect_act.html).

### 1. INTRODUCTION

- 1.1. These terms and conditions (“**the Terms of Use**”) constitute a binding agreement on all persons that access [www.scanplan.co.za](http://www.scanplan.co.za) or the ScanPlan mobile application (“**the ScanPlan Mobile App**”) (together “**the ScanPlan Platforms**”) without qualification or exception. By accessing the ScanPlan Platforms, you agree to be bound by and accept these Terms of Use.
- 1.2. You acknowledge that you have read and understood these Terms of Use. If you do not agree to any of the Terms of Use, you may not enter, view or make use of the ScanPlan Platforms.
- 1.3. ScanPlan (Proprietary) Limited (“**ScanPlan**”) may, from time to time, amend these Terms of Use without notice to you. Your continued use of the ScanPlan Platforms shall constitute your agreement to the amended Terms of Use.
- 1.4. A certificate signed by the administrator of the ScanPlan Platforms shall be prima facie proof of the date of publication and contents of any version of these terms of use that may be applicable to a dispute or otherwise.
- 1.5. It is your responsibility to ensure you are aware of any changes to these Terms of Use.

### 2. USE OF THE SCANPLAN PLATFORMS

- 2.1. You agree not to in any way infect the ScanPlan Platforms with viruses, worms, ‘Trojan’ or any other code that has malicious, contaminating or destructive properties. You also shall not damage, interfere with or intercept any data or information contained on the ScanPlan Platforms.

- 2.2. Access to the ScanPlan Platforms is made available for information purposes only. No content, information, statement or opinion on the ScanPlan Platforms should be construed as any other form of advice. You should consult with ScanPlan formally if you require such advice.
- 2.3. ScanPlan reserves the right to make any changes to the ScanPlan Platforms, the content and/or services offered through the ScanPlan Platforms at any time and without notice.

### **3. LIMITATIONS AND LIABILITIES**

- 3.1. ScanPlan makes no warranties, whether express or implied, with regard to the ScanPlan Platforms, their contents, reliability, completeness, fitness for purpose, safety, security, accuracy or availability. Without limiting the aforesaid, ScanPlan does not warrant that the ScanPlan Platforms or any files that may be downloaded from it are free of viruses, worms, 'Trojan horses' or any other code that has malicious, contaminating or destructive properties.
- 3.2. You assume all responsibility and risk for the use of the ScanPlan Platforms. ScanPlan shall not be liable for any loss, injury, damage, cost, penalty or claim resulting from the use of the ScanPlan Platforms, whether direct, indirect or consequential, and whether or not ScanPlan has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.
- 3.3. You hereby indemnify ScanPlan and hold it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by you in relation to the ScanPlan Platforms and the use thereof by you, and/or arising from the provisions of these Terms or Use.
- 3.4. The ScanPlan Platforms may provide hyperlinks to websites or services not controlled by ScanPlan. You acknowledge that ScanPlan does not control the content of such websites or services and is not liable, in any manner whatsoever, for the access to, inability to access or content available on or through such websites or services. ScanPlan makes no warranties whatsoever about third party websites, including but not limited to their information security or privacy practices, their safety for use or their fitness for purpose.

### **4. AUTHENTICATED USE OF THE SCANPLAN MOBILE APP**

- 4.1. You may only access the ScanPlan Mobile App, which requires authentication, with your own user account.
- 4.2. You may not register more than one user account on the ScanPlan Mobile App.
- 4.3. You may not give your ScanPlan Mobile App login credentials to any other person and you may not authorise any other person to use the ScanPlan Mobile App using your user account.
- 4.4. You may not access your user account by using any software other than ScanPlan's software or services.

- 4.5. It is your responsibility to ensure the secrecy of your login credentials.
- 4.6. Any use of the ScanPlan Mobile App authenticated with your login credentials shall be deemed binding on and attributable to you.
- 4.7. Unless otherwise agreed in writing, ScanPlan may suspend or terminate your access to the ScanPlan Mobile App or any of ScanPlan's services without notice to you, for any reason whatsoever.
- 4.8. You must notify ScanPlan in writing as soon as you become aware of any unauthorised access to your user account, or other breach of security of the ScanPlan Platforms or ScanPlan's services.
- 4.9. In terms of section 86 of the ECT Act, you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of the ScanPlan Platforms or ScanPlan's services or to otherwise interfere with the proper functioning thereof and you agree not to do so.

## **5. LINKING AND FRAMING**

- 5.1. All hyperlinks to the ScanPlan Platforms shall be directed at the home page of the relevant website, if applicable, and shall not portray ScanPlan or any of its services in a false, misleading, derogatory or otherwise defamatory manner.
- 5.2. Hyperlinks to the ScanPlan Platforms shall not imply any association with or any endorsement or sponsorship of any other products or services offered on the website or service that hyperlinks to ScanPlan's services.
- 5.3. Any part of the ScanPlan Platforms to which hyperlinks are directed must be displayed without alteration of any kind. Specifically, you may not frame or utilise framing techniques to enclose any part or element of ScanPlan's services in any manner whatsoever, without ScanPlan's express written consent.

## **6. LINKING TO THIRD PARTY WEBSITES**

The ScanPlan Platforms may contain links to other websites or services not controlled by ScanPlan. You acknowledge that ScanPlan has no control over such websites and does not review their content. ScanPlan will not be liable for their content or accuracy. Your access to these other websites is solely at your own risk and discretion. ScanPlan makes no warranties whatsoever in relation to your access to these websites, including but not limited to their information security or privacy practices, their safety for use or their fitness for purpose.

## **7. LEGAL COSTS**

7.1. Should it become necessary for ScanPlan to instruct legal representatives to take any steps to enforce any rights in terms of these Terms of Use arising from a breach thereof, you will be liable for all legal and incidental costs, including legal fees on the attorney and own client scale, collection commission and tracing charges.

## 8. GOVERNING LAWS

8.1. The Terms of Use and your use of the ScanPlan Platforms shall be governed by and construed in accordance with the laws of the Republic of South Africa. You irrevocably and unconditionally consent to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms of Use or your use of the ScanPlan Platforms.

## 9. INFORMATION DISCLOSURE

The following information is disclosed in terms of section 43 of the ECT Act:

Full name and legal status	ScanPlan (Pty) Ltd – Registered
Registration number	2017 / 347742 / 07
Names of office bearers	Bruce Kay
Place of registration	South Africa
Physical address	23 Borrowdale Road, Riverclub, Johannesburg 2191
Telephone number	+27618751975
Website address	<a href="http://www.scanplan.co.za">www.scanplan.co.za</a>
E-mail address	<a href="mailto:bruce@scanplan.co.za">bruce@scanplan.co.za</a>
The physical address where we will receive legal service of documents	23 Borrowdale Road, Riverclub, Johannesburg 2191

## 10. PRIVACY POLICY

10.1. ScanPlan respects your privacy and your personal information and it takes care to protect your personal information and to keep it confidential. Whenever you use the ScanPlan Platforms, contact ScanPlan electronically or use any of its services or tools provided on the ScanPlan Platforms, ScanPlan will collect your personal information.

10.2. Through your use of the ScanPlan Platforms, you consent to the collection of your personal information.

10.3. When using the ScanPlan Platform, you consent to the collection, processing and storage of the following information:

10.3.1. any information which you actively submit to ScanPlan via the ScanPlan Platforms;

10.3.2. your internet protocol address ("IP address");

10.3.3. your history of use of the ScanPlan Platforms; and

10.3.4. aggregate and personally non-identifiable information including, but not limited to, your browser type, access times, websites from which you were referred to our services and your activities whilst using our services.

10.4. You consent to the collection of your personal information for the following purposes:-

- for ScanPlan to act on or respond to your instructions or requests;
- providing services;
- for sending you marketing and other business development related material which ScanPlan believes may be of interest to you;
- for purposes of market research; and
- audit and compliance usage of the ScanPlan Platforms.

10.5. ScanPlan does not share personal information with third parties unless the person who has submitted the information has authorised us to do so or if we are required to by law.

## 11. **GENERAL**

11.1. You warrant your legal capacity and authority to accept these terms of use.

11.2. No omission by ScanPlan to timeously or diligently enforce any right under these terms of use shall operate as an estoppel against ScanPlan or be deemed to amount to a waiver of that or any other right.

11.3. Each provision of these Terms of Use shall be severable from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

11.4. These Terms of Use constitute the whole agreement between you and ScanPlan relating to the matters dealt with herein and, save to the extent otherwise provided herein or as agreed upon in writing, no undertaking, representation, term or condition relating to the subject matter of these terms of use not incorporated in these terms of use shall be binding on any of the parties.

11.5. You agree that for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these terms of use, your chosen *domicilium* address shall be deemed to be any of the physical, postal or email addresses or the cellular telephone number submitted to ScanPlan through your use of the ScanPlan Platforms.

11.6. ScanPlan chooses the addresses set out in clause 9 above as our *domicilium* address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from these terms of use.