

RAIN WEBSITE AND ONLINE SERVICES: GENERAL TERMS AND CONDITIONS:

This document sets out the terms and conditions that apply to the Rain website and online services ("**General Terms and Conditions**").

These General Terms and Conditions were last updated on 28 November 2018.

By using and/or accessing any of the pages available on this site as well as any of the online services, you accept and agree to comply with the General Terms and Conditions contained herein. We recommend that you print a copy of this for future reference.

Your access to and use of our website, is subject to these General Terms and Conditions, as well as any other policy documents available on the Rain website. Please leave the website and stop using the online services if you do not agree with the General Terms and Conditions.

The provisions of these General Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities, which we will have towards you and other persons. These provisions also limit and exclude your rights and remedies against us and place various risks, liabilities, obligations and legal responsibilities on you. These provisions may result in your being responsible for paying additional costs and amounts and we may also have claims and other rights against you.

To the extent that any services or goods provided under these General Terms and Conditions are governed by the CPA, no provision in these General Terms and Conditions is intended to contravene the applicable provisions of the CPA, and therefore all provisions of these General Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure compliance with the applicable provisions of the CPA to the extent it may be applicable.

1. Definitions:

- 1.1 **"CPA"** means the Consumer Protection Act 68 of 2008, as amended, varied, novated or substituted from time to time;
- 1.2 **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002, as amended, varied, novated or substituted from time to time;
- 1.3 **"General Terms and Conditions"** has the meaning set out above
- 1.4 **"intellectual property"** shall include all and any intellectual property including, without limitation: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, Provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary and confidential information, trade secrets, know-how, technology, technical data, utility models, topography rights and customer lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators and domain names and all goodwill associated with or pertaining to any of the foregoing, (f) all trade names, business names, logos, slogans, designs, rights in trade dress or get-up, common law trade-marks and service marks, trade mark and service mark registrations and applications therefor and all goodwill, rights to sue for passing off, and unfair competition rights, associated with or pertaining to any of the foregoing; (g) all

software, databases and data collections and all rights therein; (h) all moral and economic rights of authors and inventors, however denominated; (i) all social media accounts including all log in and password details to such accounts and content; and (j) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (k) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;

- 1.5 **"online services"** means provision of access to our website and any other service we offer electronically via our website;
- 1.6 **"personal information"** has the meaning given in POPIA;
- 1.7 **POPIA** means the Protection of Personal Information Act 4 of 2013, whether or not fully in force and effect, and as amended, varied, novated or substituted from time to time;
- 1.8 **"our site", "site", "our website" and "website"** means the website with the address www.rain.co.za, or any other website notified by us from time to time, or any website with a URL that is validly registered to Rain;
- 1.9 **"us", "our", "we" and "Rain"** means Rain (Pty) Ltd, a company registered in accordance with the laws of the Republic of South Africa, with registration number 2004/029951/07; and
- 1.10 **"you" and "your"** means any person who enters or uses the site, including any legal guardian acting on your behalf.

2. Use of the website and online services

- 2.1 The Rain website may only be used for lawful purposes.
- 2.2 You warrant that you will not use the website and online services in any of the following ways:
 - 2.2.1 for any illegal purposes or in any way that violates any applicable local, national or international law or regulation;
 - 2.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.2.3 for harmful purposes, or attempting to harm minors in any way;
 - 2.2.4 for commercial and non-private purposes
 - 2.2.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with these General Terms and Conditions;
 - 2.2.6 to disclose, share or publish material that is defamatory, offensive, obscene, objectionable, menacing, sexist, racist, pornographic or prohibited;
 - 2.2.7 to transmit material that is in breach of confidence or in breach of any intellectual property rights;
 - 2.2.8 to make use of services for the formation, storage or disbursement of or to otherwise transmit or procure the sending of "junk mail", "spam", chain letters, SMS, and/or any other unsolicited or unauthorised communication; and
 - 2.2.9 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of our

website or system (including, but limited to servers, computers or databases connected to the site).

- 2.3 You may not for purposes other than your personal use and/or non-commercial use, store or print copies of the website. You may not cache information provided by the site on your own server and copy, adapt or modify or re-use the content of the website without the prior written consent of Rain.
- 2.4 You also agree
 - 2.4.1 not to reproduce, duplicate, copy or re-sell any part of our site (including any content contained on it) or the online services in contravention of the General Terms and Conditions;
 - 2.4.2 not to access without authority, interfere with, damage or disrupt:
 - 2.4.2.1 any part of the site;
 - 2.4.2.2 any equipment or network on which the site is stored;
 - 2.4.2.3 any software used in the provision of our site; or
 - 2.4.2.4 any equipment or network or software owned or used by any third party.
- 2.5 RAIN DOES NOT GUARANTEE THAT THE SITE, OR ANY CONTENT ON IT, WILL ALWAYS BE AVAILABLE OR BE UNINTERRUPTED. ACCESS TO THE SITE IS PERMITTED ON A TEMPORARY BASIS. WE MAY SUSPEND, WITHDRAW, DISCONTINUE OR CHANGE ALL OR ANY PART OF OUR SITE WITHOUT NOTICE.
- 2.6 RAIN IS NOT BE LIABLE TO YOU IF FOR ANY REASON THE SITE IS UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.
- 2.7 You are responsible for ensuring that all persons who access the site through your internet connection are aware of these General Terms and Conditions and other applicable terms and conditions, and that such persons comply with them.
- 2.8 Should you commit a breach of this provision, you agree that we are entitled to report such breach to the relevant law enforcement authorities and to co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site, the online services and any content contained therein will cease immediately.

3. Disclaimer

- 3.1 Whilst we take all reasonable steps to keep the information up to date and correct, and to ensure the proper performance of the website and online services, we make no representations, warranties or guarantees of any kind, express or implied, about the completeness, accuracy, sufficiency, reliability, suitability or availability with respect to the website or the information, products, services or related graphics or other content contained on the website for any purpose. ANY RELIANCE THAT YOU PLACE ON SUCH INFORMATION AND THE USE OF THE ONLINE SERVICES IS THEREFORE STRICTLY AT YOUR OWN RISK.
- 3.2 The content on the site is provided for general information only. It is not intended to amount to advice, on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the site. IF YOU DO RELY ON INFORMATION ON THE SITE OR TAKE ANY ACTION OR REFRAIN FROM TAKING ACTION ON THE BASIS OF SUCH INFORMATION, WE SHALL NOT BE

RESPONSIBLE FOR ANY DAMAGES, LOSS OR INJURY SUFFERED BY YOU AS A RESULT THEREOF.

- 3.3 To the extent permitted by applicable law, in no event will we be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, and/or loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website. Rain does not guarantee that the site and the contents thereof, or the use of the site, the contents, Rain servers nor any electronic communication sent by Rain, is free of bugs, viruses or any other harmful or potentially harmful or destructive components or code, will be uninterrupted, complete, timely and/or secure. You are responsible for configuring your information technology, computer programmes and platform in order to access our site and the online services. You should use your own virus protection software.
- 3.4 The site, online services, information, content and material contained on this website is made available for general information purposes only and is provided on an "as is" and "as available" basis. It is provided without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Rain provides you with the site on the basis that it excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these General Terms and Conditions, might have effect in relation to the site.
- 3.5 Our site and the online services are primarily, but not exclusively, intended for use by users from and within South Africa. While our site and the online services are available for use by users from and within countries other than South Africa, we cannot guarantee that our site or online services comply with the applicable law of, or is appropriate for use in, other jurisdictions. You acknowledge and accept that unless expressly stated otherwise, your use of our site and online services shall be subject to and in accordance with the law of the Republic of South Africa.
- 3.6 If you have any comments about our site or the online services, or believe that there is any untrue, inaccurate, illegal, infringing or harmful content or material on our site or the online services, or would like to provide us with any other feedback, please contact us at info@rain.co.za.

4. Hyperlinks to third party sites

This site may contain hyperlinks to third party sites. Rain holds no responsibility for the nature, content and availability of such sites. The hyperlinks do not constitute an express or implied endorsement sponsorship, affiliation or recommendation by Rain whatsoever. The sites are provided for customer convenience and for your information only. The website and online services provided by third parties are used at your own risk. Rain accepts no responsibility, and cannot be held liable, for any damages whatsoever resulting from or related to the website and/or online services being temporarily unavailable due to technical issues beyond our control. WE HAVE NO CONTROL OVER THE CONTENTS OF THOSE SITES (OR ANY AMENDMENTS THERETO) OR RESOURCES, AND CANNOT BE HELD LIABLE FOR ANY LOSS CAUSED, OR LIABILITY INCURRED BY YOU, AS

A RESULT OF YOUR USE OF SUCH SITES AND RESOURCES, OR ANY CONTENT CONTAINED ON SUCH SITES.

5. Suspension or Termination

- 5.1 We will determine, in our sole discretion, whether there has been a breach of these General Terms and Conditions through your use of our site and/or the online services. When such a breach has occurred, we may take such action as we deem appropriate, including but not limited to all remedies listed in clause 5.2 below.
- 5.2 Failure to comply with these General Terms and Conditions may result in our taking all or any of the following actions:
 - 5.2.1 immediate, temporary or permanent withdrawal of your right and ability to use our site and/or any of the online services;
 - 5.2.2 issue of a warning to you;
 - 5.2.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 5.2.4 further legal action against you;
 - 5.2.5 disclosure of such content and information about or relating to you, to law enforcement authorities as we reasonably feel is necessary.
- 5.3 We exclude liability for actions taken in response to breaches of these General Terms and Conditions. The remedies described above are not limited, and we may take any other lawful action we reasonably deem appropriate.

6. Liability and Indemnification

- 6.1 NOTHING IN THESE GENERAL TERMS AND CONDITIONS EXCLUDES OR LIMITS RAIN'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY SOUTH AFRICAN LAW.
- 6.2 WE WILL NOT BE LIABLE TO ANY YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:
 - 6.2.1 USE OF, OR INABILITY TO USE, OUR SITE; OR
 - 6.2.2 USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SITE;
 - 6.2.3 IF YOU ARE A BUSINESS USER, PLEASE NOTE THAT IN PARTICULAR, RAIN WILL NOT BE LIABLE FOR;
 - 6.2.3.1 LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
 - 6.2.3.2 BUSINESS INTERRUPTION;
 - 6.2.3.3 LOSS OF ANTICIPATED SAVINGS;
 - 6.2.3.4 LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
 - 6.2.3.5 ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.
 - 6.2.4 IF YOU ARE A CONSUMER USER, PLEASE NOTE THAT RAIN ONLY PROVIDES THE SITE FOR DOMESTIC AND PRIVATE

USE. YOU AGREE NOT TO USE OUR SITE FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

- 6.3 RAIN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SITE, OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT.
- 6.4 To the full extent permitted by the law, you indemnify and hold Rain harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages that may arise directly or indirectly from a breach of the General Terms and Conditions by you, or arising out of or in connection with the failure or delay in the performance of the online services and/or your use of the online services, excluding losses caused by the gross negligence or intentional misconduct by Rain.
- 6.5 Rain is not liable for the failure to perform any obligations as a result of any circumstances which may be out of Rain's reasonable control, including but not limited to any technical problems related to the network operations, the terminations of the licenses to operate the network, an act of God, government intervention, restrictions or prohibitions due to government act or omission, act of default or lapse by any supplier or subcontractor or sub processor, industrial disputes and/or any other cause that is beyond the control of Rain. In the event of such circumstances, Rain's obligations shall be delayed accordingly.
- 6.6 You accept that some of the information, content, tools or materials on the site come from external sources, and you agree that Rain is not responsible nor liable for any of the information and content that has been received from these external sources.

7. Changes and/or amendments to these General Terms and Conditions and /or the Site

- 7.1 Rain reserves, to the fullest extent permitted by law, the right to alter, delete and/or insert (change) any terms and conditions (including these General Terms and Conditions), content, online services and the like contained herein and on the site.
- 7.2 Any changes made, to these General Terms and Conditions or to any other terms and conditions, may be made by Rain at any time and may be made without prior notice or explanation to you. Such changes will be made available on the site and your continued use of the site will mean that you accept and agree to such changes. Please check this page from time to time to take notice of any changes we may have made, as they are binding on you from the date of posting. We will endeavour to post prior versions (including marked changes) of these General Terms and Conditions, if any, for the preceding 12-month period. You can see these prior versions by sending us an email requesting the relevant version. We may also, at our discretion,

notify you of such changes, BUT WE ARE UNDER NO OBLIGATION TO DO SO AND IT IS YOUR RESPONSIBILITY TO CHECK THIS PAGE ON A REGULAR BASIS TO ENSURE THAT YOU ARE MADE AWARE OF THE TERMS OF THESE GENERAL TERMS AND CONDITIONS AS UPDATED FROM TIME TO TIME.

- 7.3 In addition, Rain may make changes to the material on the site, the online services, or to the products and services described in it, at any time without notice. The material on the site may be out of date, and Rain makes no commitment to update such material. In addition, Rain may alter, modify, upgrade, update, suspend or remove the site or any part hereof without notice. We do not guarantee that the site, the online services or any content or material on the site will be free from errors or omissions.
- 7.4 Please ensure that you familiarize yourself with the contents of this site on a regular basis.

8. Electronic Communications

The following terms and conditions shall apply to all electronic communications (and attachments) that are transmitted to you by Rain:

- 8.1 By visiting the site or sending us emails, you agree that we may communicate with you electronically.
- 8.2 Any electronic communication sent to you from Rain, will be regarded to have been received by you, upon being sent by us. This includes, but is not limited to mobile push notifications.
- 8.3 You accept that all agreements, notices, disclosures and other communications that are sent to you electronically, meet any legal requirement that communications shall be in writing.
- 8.4 The contents of any electronic communication are subject to the terms and conditions contained in any applicable governing agreement
- 8.5 The complete and accurate transmission of information, the electronic communication itself and delay in receipt thereof, is not the responsibility of Rain.

9. Phishing and Spoofing

- 9.1 Should you receive an email that appears to be from Rain, and that requests you provide personal information or verify your account by clicking on a link, you have in all probability been sent an email from a “spoofers” or “phisher”
- 9.2 You will not be asked to provide personal information in an email, and we suggest that you do not respond to such email and do not click on any links that may have been included. Rain will not be held liable for any consequences resulting from your response to an email sent by a “phisher” or “spoofers” and any response you provide is at your own risk.

10. Minors

- 10.1 The site is not intended for use by anyone under 18 years of age without the express consent of any such person’s legal guardian. As a condition of your access and/or use of the site, YOU WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER AND HAVE LEGAL AUTHORITY TO AGREE TO THESE TERMS OF USE, OR THAT YOU ARE NOT 18 YEARS OLD OR OLDER AND HAVE OBTAINED THE EXPRESS CONSENT OF YOUR GUARDIAN TO USE THE SITE. If you are not 18 years of age or older or do not have the

express consent of your guardian to use the site, you are not authorized to access the site.

- 10.2 These General Terms and Conditions are entered into between you and Rain and you warrant that you are over the age of 18 and are legally able to enter into contracts. In the event that you are not over the age of 18, or are not able to legally able to enter into contracts, your parent or guardian warrants that he or she is able to do so on your behalf.

11. Software and Equipment

It is your responsibility to obtain and manage, at your own expense the necessary means to access and use our website and online service provided and/or download the contents thereof. Rain shall in no way be held responsible for the acquiring, use and disposal of such software and equipment.

12. Minors

- 12.1 While all reasonable steps shall be taken by Rain to ensure that the content of the website and online services provided and information collected is not accessed or disclosed to unauthorized third parties, we do not make any warranties or representations in this regard.
- 12.2 While Rain has implemented policies, processes and technology aimed at protecting the personal information provided by users of the website, which are updated as necessary, you agree that we are not responsible for the policies and procedures of the sites that you may access through links from our website.
- 12.3 Internet communications are by nature, inherently insecure and unless that have been encrypted. We therefore assume no responsibility or liability in terms of any personal information whatsoever that be intercepted or lost, beyond our reasonable control.

13. Disclosures required in terms of ECTA

- 13.1 Admission to the online service and transactions entered into through the website may be classified as “transactions” under ECTA and therefore you may be entitled to the rights as defined under the ECTA.
- 13.2 Accordingly, Rain provides the following information:
- a. Full name and legal status:
Rain (Pty) Ltd, a company registered in accordance with the laws of the Republic of South Africa, with registration number 2004/004890/07.
Physical address:
392 Main Road, The Main Straight, Bryanston, 2021
Telephone number:
081 610 1000
 - b. Website address and email address:
www.rain.co.za; support@rain.co.za

- c. Names of directors:
Leigh, Brandon Roy
Moholi, Phumlani
Roos, Willem Tielman

Address for receipt of legal documents / notices:
96 Strand Street, Cape Town, 8001

- d. Membership of self-regulatory / accreditation bodies: The Internet Service Providers' Association (ISPA)
Tel: 010 500 1200 or 087 550 1200
Fax: link
Email: queries@ispa.org.za

- e. Code of conduct to which Rain (Pty) Ltd subscribes:
ISPA Code of Conduct
Available at: www.ispa.org.za/code-of-conduct/

- f. Applicable alternative dispute resolution code:

- g. ISPA Complaints Procedure Available at
www.ispa.org.za/code-of-conduct/procedure/

- h. These Terms and Conditions for Rain may be reproduced electronically and stored by Customers

14. Intellectual property

- 14.1 The intellectual property on this site, the content and all material published on it, and the online services, is owned and/or licensed by Rain, any use thereof requires Rain's prior written consent. All our rights remain strictly reserved.
- 14.2 You may print off one copy, and may download extracts, of any page(s) from the site for your personal use and you may draw the attention of others within your organisation to content posted on the site.
- 14.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text

- 14.4 Rain's status (and that of any identified contributors) as the authors of content on the site must always be acknowledged.
- 14.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from Rain or its licensors.
- 14.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at Rain's option, return or destroy any copies of the materials you have made.

15. Applicable Law

The website is hosted, controlled and governed by the laws of the Republic of South Africa, and you hereby submit to the jurisdiction of the South African courts by accessing and using the site. The General Terms and Conditions must therefore be construed in terms of the laws of the Republic of South Africa.

16. General

- 16.1 If Rain fails to exercise any particular right or provision, this does not constitute a waiver of any right or provision of these General Terms and Conditions, unless Rain expressly waives such right or provision in writing.
- 16.2 These General Terms and Conditions are severable. Thus, if any provision contained herein is held to be illegal, invalid or unenforceable, that provision is deemed to be deleted without affecting the remaining provisions.
- 16.3 These General Terms and Conditions constitute the entire agreement between us and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter, including but not limited to any and all prior versions of these General Terms and Conditions that may have been published on our site.