


Ascent Web Site Terms and Conditions of Use

Document Control

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| Document Title: | Ascent Web Site Terms and Conditions of Use |
| Document Number: | AST-ISMS-POL-018 |
| Version Number: | 1 |
| Version Date: | 18/05/2021 |
| Next Review: | 18/05/2023 |
| Prepared By: | Ascent Technology |
| Authorised By: | Operations Director |

Version History

| Version | Date | Author | Brief Description of Changes |
|----------------|-------------|---------------|-------------------------------------|
| Version 1 | 18/05/2021 | Ascent | Document Created |
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Approval: Operations Director

ASCENT WEB SITE TERMS AND CONDITIONS OF USE

Please read these terms and conditions of use ("Site Terms") carefully. By accessing or using this Web site ("Site"), you agree to be bound by the Site Terms described herein and by all terms, policies and guidelines incorporated by reference. If you do not agree to all of these Site Terms, do not use this Site.

These Site Terms apply to your use of this Site and do not alter in any way the terms or conditions of any other agreement you may have with Ascent Technology (Proprietary) Limited ("Ascent", "us", "we", "our"), its subsidiaries or affiliates. By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorised to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify Ascent for violations of these Site Terms.

1. Privacy Policy

We are committed to protecting your privacy. Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose personal information. The terms of our [Privacy Policy](#) (as amended from time to time) are incorporated herein by this reference.

2. Ownership of the Site and its Contents

- 2.1 You acknowledge that this Site is owned by, and all intellectual property rights herein vest in, Ascent, our licensors, advertisers or third-party content providers (as applicable) and that any unauthorised use thereof is expressly prohibited. Unless otherwise indicated, all of the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof ("Site Content"), is owned by Ascent, our licensors, advertisers or third-party content providers (as applicable).
- 2.2 All elements of the Site, including the Site Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

- 2.3 We reserve the right at any time to change or discontinue without notice, any aspect or feature of the Site.

3. Use of the Site

- 3.1 This Site and the Site Content are intended for Ascent's users. You may not use this Site or the Site Content for anything other than personal and non-commercial purposes. You are specifically prohibited from: (a) printing, downloading, copying, adapting or re-transmitting any or all of the Site or the Site Content otherwise than through your *bona fide*, personal, non-commercial use of the Site without, or in violation of, a written license or agreement with us; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or the Site Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any of our products or services if you are not expressly authorised by such party to do so; and (e) using the Site or the Site Content other than for their intended purpose. Such unauthorised use may also violate applicable laws including, without limitation, copyright and trademark laws, the laws of privacy and publicity, and applicable communications legislation and regulations.
- 3.2 You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa, the country from which you export the data or the country in which you reside.

4. Trademarks

Our logos and any other product or service name or slogan contained in the Site are registered or unregistered trademarks of Ascent and our suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Ascent or the applicable trademark holder. You may not use metatags or any other HTML tags, comments or hidden text utilising "Ascent", "Ascent Technology" or any other name, trademark or product or service name of Ascent without our prior written permission. In addition, the look and feel of the Site (including, without limitation, all page headers,

custom graphics, button icons and scripts) is the service mark, trademark and/or trade dress of Ascent and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

5. Links

- 5.1 You may not use an Ascent logo or other proprietary graphic of Ascent to link to this Site (or any other site) without our express written permission. Further, you may not frame any of our trademarks, logos or other proprietary information, including the Site Content, without our express written consent.
- 5.2 We make no claim or representation regarding, and accept no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide such links (if any) to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by us of any site or any information contained therein. When you leave the Site, you should be aware that Ascent's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.
- 5.3 Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions,
- 5.4 warranties or representations associated with such dealings, are solely between you and such third party. You agree that we will not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

6. Warranties and Undertakings

You undertake to conduct all dealings with Ascent and other users of the Site with the utmost good faith and in accordance with all applicable laws.

7. Indemnification

You agree to defend, indemnify and hold us harmless, as well as our subsidiaries, affiliates, licensors, employees, agents, sponsors, third party information providers and independent contractors, against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Site (including, without limitation, any information you disclose in any dealings you have with any other user of the Site), your conduct, your use of or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorised use of the Site Content, or your violation of any rights of another.

8. Disclaimer

- 8.1 This Site and the Site Content are provided "as is" and we and our directors, members, employees, content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. We will not be liable for any damages of any kind arising from the use of this Site or the Site Content, or the unavailability of the same, including, but not limited to, business interruption, loss of business information, loss of data, loss of profits and any direct, indirect, incidental, punitive, special or consequential damages.
- 8.2 The functions embodied on or in the materials of this Site are not warranted to be uninterrupted or without error. You, not us, assume the entire cost of all necessary servicing, repair or correction due to your use of this Site or the Site Content. We make no warranty that the Site or the Site Content are free from infection by viruses or anything else that has contaminating or destructive properties.
- 8.3 We use reasonable efforts to ensure the accuracy, correctness and reliability of the Site Content, but we make no representations or warranties as to the Site Content's accuracy, correctness or reliability.

We do not have direct control over all of the Site Content, make no representations or warranties whatsoever in respect thereof and expressly disclaim any liability in connection therewith. If you find the Site Content, or any part thereof, offensive or believe that any of the Site Content infringes upon any copyright that you own or control, you may file a notification of such complaint or infringement as set forth in clause 14 below.

9. Limitation of Liability

In no event shall we, our directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, delict (including, but not limited to, negligence) or otherwise, arising out of or in any way connected with the use of the Site, the Site Content or the materials or services contained in or accessed through the Site, including, without limitation, any damages caused by or resulting from your reliance on any information obtained from us, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorised access to Ascent's records, programs or services. In no event shall our aggregate liability, whether in contract, warranty, delict (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site exceed any compensation you pay, if any, to us for access to or use of the Site.

10. Dispute Resolution and Governing Law

- 10.1 These Site Terms are governed by and will be interpreted according to the laws of the Republic of South Africa, and all disputes, claims and other matters in connection with these Site Terms will be determined in accordance with such laws.
- 10.2 Any dispute relating in any way to your use of the Site or the Site Content will be submitted to confidential arbitration to be held in Sandton under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek interdictory, injunctive

or other appropriate relief in any applicable court in the Republic of South the Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Site Terms may be joined to an arbitration involving any other party subject to the Site Terms, whether through class arbitration proceedings or otherwise.

11. Termination

Notwithstanding any of these Site Terms, we reserve the right, without notice and in our sole discretion, to terminate your account and/or to restrict or block your use of the Site.

12. Miscellaneous Provisions

- 12.1 These Site Terms (as varied from time to time in accordance with clause 13 below) constitute the sole record of the agreement between you and us in relation to your use of the Site. Neither you nor us will be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these Site Terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the Site. Notwithstanding the foregoing, our licensors, advertisers or third-party content providers may be granted access to the Site by virtue of a separate written agreement with Ascent. If this applies to you, these Site Terms must be read in conjunction with such agreement which takes precedence over these Site Terms in the event of any conflict.
- 12.2 Failure or neglect by us to enforce at any time any of the provisions of the Site Terms will not be construed as a waiver of our rights. Any waiver of any provision of the Site Terms will be effective only if in writing and signed by us.
- 12.3 If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.
- 12.4 Any rights not expressly granted herein are reserved.

13. Changes to Site Terms

Ascent reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in our sole discretion. When we make changes, we will revise the "Last Updated" date at the top of these Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit this Site.

14. Contact Information

Questions or comments about the Site or Site Terms may be directed to Ascent at info@ascent.tech or +27 11 745-1340.