

1. DUTIES OF SEECLEAR CONSULTING

- 1.1 SEECLEAR CONSULTING warrants that it: will render the services professionally, diligently and timeously; will allocate the necessary and required personnel and resources; and will in no way infringe or violate any rights of any third party by entering into this agreement.

2. TERM & DURATION OF CONTRACT PERIOD

- 2.1 Subject to the breach clause hereinbelow, this agreement shall commence on the Contract Start Date set out in the Subscriber Agreement to which these Terms are attached, and shall continue for the full Contract Period set out in the Subscriber Agreement, during which period this agreement cannot be cancelled by The Customer for any reason whatsoever.
- 2.2 After the initial Contract Period has passed, this agreement shall continue indefinitely unless and until cancelled in writing by either party giving the other party at least 30 (thirty) clear calendar days' notice thereof.

3. PROVISION OF SERVICES

- 3.1 Upon acceptance of this Agreement by SEECLEAR CONSULTING, SEECLEAR CONSULTING shall connect The Customer to the applicable service as soon as is reasonably practicable.
- 3.2 SEECLEAR CONSULTING shall use all reasonable endeavours to supply the applicable service so long as and whilst The Customer fully abides by all of the terms and conditions of this agreement. Where the Customer does not fully abide by all of the terms and conditions of this agreement SEECLEAR CONSULTING is not obliged to supply the applicable service.
- 3.3 SEECLEAR CONSULTING shall not be held liable for any delay in delivery of the applicable service or production of any required reports and or alerts which may be due to or caused by the delay in the billing procedures of, or reporting of data by, the subscriber's service providers.
- 3.4 Any material downloaded or otherwise obtained through the use of the applicable service is done entirely at The Customer's own discretion and risk and they will be solely responsible for any damage to the, computer system or loss of data that results from the download of any such material.
- 3.5 SEECLEAR CONSULTING may, in its sole discretion, at any time and for any reason and without prior notice, suspend or terminate the applicable service, the operation of the SEECLEAR CONSULTING website or any of the website content or The Customer's right to use the services, the website or any of the website content. Notwithstanding the aforesaid, SEECLEAR CONSULTING will use its best efforts to afford The Customer as much notice of such suspension and or notice as is possible in the circumstances.

4. LIMITATION OF LIABILITY

- 4.1 Under no circumstances shall SEECLEAR CONSULTING be liable to The Customer for any direct, indirect or consequential, monetary or other damages, whether in contract, delict or otherwise, howsoever arising out of or relating to its performance or failure to perform the applicable service under this agreement.
- 4.2 Without derogating from the generality of the aforesaid, it is agreed that SEECLEAR CONSULTING will not be in any manner whatsoever liable for any issues at all (including but not limited to issues relating to the integrity of or access or lack thereof to data) that may arise with its platform, the reporting and or the alerting and SEECLEAR CONSULTING cannot and will not be held liable in any instance. For the sake of certainty and clarity SEECLEAR CONSULTING will not be liable at all: if its alerts do not go out for any reason whatsoever; if its automated reports do not go out for any reason whatsoever; if it does not report and/or represent the data accurately for any reason whatsoever; if The Customer, in using SEECLEAR CONSULTING's Admin [Self Help] tools makes a mistake and/or if the admin function does not work effectively for any reason whatsoever; and/or if SEECLEAR CONSULTING's platform is not available for reasons outside of its control.
- 4.3 SEECLEAR CONSULTING's Disclaimer that appears on its reporting platform, and is set out herein below, applies at all times:

Whilst every effort has been made by SEECLEAR CONSULTING to ensure the accuracy of all content and data (“the data”), SEECLEAR CONSULTING is ultimately reliant on third parties for the supply and accuracy of the data and as such cannot and does not guarantee the availability and or accuracy of the data represented via its reporting portals, web sites or automated emails. By using such service, The Customer takes full responsibility for the safeguarding of the data accessed, and agrees to treat the data as confidential and to use it for its intended purpose only. You agree not to use the data for any unlawful, improper or immoral purpose, nor to infringe the provisions of any relevant legislation. Under no circumstances will SEECLEAR CONSULTING be held liable for any delay in the delivery of the applicable reports and or alerts which may be due to or caused by the delay in the billing procedures of, or reporting of the data by, The Customers service providers, nor will SEECLEAR CONSULTING be held liable in anyway whatsoever for any errors or omissions in the data or for any loss or damage of any kind incurred as a result of the use of any of the data accessed via its reporting portals, web sites, automated emails and or automated alerts. Any material downloaded or otherwise obtained through the use of the applicable service is done entirely at The Customer’s own discretion and risk and they will be solely responsible for any damage to the, computer system or loss of data that results from the download of any such material. The “admin” function available to The Customer is to be used entirely at The Customer’s own discretion and risk and under no circumstances whatsoever shall SEECLEAR CONSULTING be liable to The Customer or any third party for any direct, indirect or consequential, monetary or any other damages, howsoever arising out of the use thereof. SEECLEAR CONSULTING has taken appropriate measures to provide confidentiality and also to safeguard all information contained here within, but due to the nature of the Internet, we cannot guarantee complete security and as such The Customer hereby acknowledges that it utilises the service at its own risk.

5. INDEMNITY

- 5.1 The Customer hereby indemnifies and holds SEECLEAR CONSULTING harmless in respect of all claims that may be brought against SEECLEAR CONSULTING by any third party howsoever arising out of or in any way whatever connected with the implementation of this agreement.
- 5.2 If applicable, SEECLEAR CONSULTING shall as soon as practicable notify The Customer, in writing, of any proceedings instituted by a third party against SEECLEAR CONSULTING in this regard. Any delay by SEECLEAR CONSULTING in providing such notice shall not in any way limit The Customer’s obligations pursuant to this agreement.
- 5.3 The Customer shall, if applicable, and at its expense, defend any action instituted by such third party against SEECLEAR CONSULTING. SEECLEAR CONSULTING shall assist The Customer in doing so by providing The Customer with such reasonable information as is required in order to defend any of the aforesaid proceedings instituted.
- 5.4 It is agreed that this Indemnity, and the aforesaid Limitation of Liability, include (but are not limited) to any claims made in terms of the Protection of Personal Information (“POPI”) Act and/or in respect of SEECLEAR CONSULTING attending at The Customer’s designated site, where applicable, and potentially causing damages either to The Customer or a third party.

6. PAYMENT AND BILLING

- 6.1 The Customer shall pay SEECLEAR CONSULTING in full within 30 (thirty) days of the date of invoice by SEECLEAR CONSULTING for the service and any applicable related costs and/or charges.
- 6.2 Monthly Subscription fees and charges are billed for one month in advance.
- 6.3 The Customer shall be liable for all costs and/or charges for the service whether The Customer uses the service or not, provided that the service is capable of being used by The Customer and The Customer is, and has been, fully abiding by all of the terms and conditions of this agreement.
- 6.4 Should it be necessary, all applicable travel costs and disbursements that are required to supply the service will be due, owing and payable by The Customer upon presentation of SEECLEAR CONSULTING’s invoice in respect of same.
- 6.5 The Customer shall not be entitled to withhold and/or claim any deduction, set off, or exchange or counterclaim howsoever arising in respect of the service supplied and any applicable disbursements incurred.
- 6.6 The cost of the services supplied by SEECLEAR CONSULTING to The Customer shall be at the tariff rate applicable at the date of signature by The Customer of the Subscriber Agreement.
- 6.7 In the event that The Customer has failed to pay any amounts due by it to SEECLEAR CONSULTING by due date, interest at 3% (three percent) plus the Prime Rate from time to time may be levied by SEECLEAR CONSULTING. The amount of the aforesaid interest shall be calculated monthly in advance on the outstanding balance due on the first

day of each calendar month and shall be so calculated and capitalised on the same day of each and every month until the total amount due in terms hereof shall have been paid.

- 6.8 Should SEECLEAR CONSULTING incur any legal costs in the collection of any amounts owing in terms hereof, The Customer shall pay such costs on the attorney-and-own client scale where applicable, and where not applicable, on the attorney-and-client scale, as well as collection costs calculated at 10% (ten percent) of each and every payment made in reduction of the capital amount, interest and costs.

7. OBLIGATIONS OF THE CUSTOMER

- 7.1 The Customer hereby agrees to provide SEECLEAR CONSULTING with all information and paperwork requirements that are relevant and deemed necessary by SEECLEAR CONSULTING in order to successfully onboard and The Customer and provide The Service.
- 7.2 The Customer confirms, acknowledges and understands that all content, whether publicly posted or privately transmitted, in respect of this agreement are the sole responsibility of The Customer, and SEECLEAR CONSULTING cannot be held responsible in any way whatsoever in respect thereof.
- 7.3 Under no circumstances whatsoever will SEECLEAR CONSULTING be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use at any content posted, emailed, transmitted or otherwise made available via the service.
- 7.4 The Customer shall: not use the service received for any unlawful, improper or immoral purpose; comply with all reasonable requests from SEECLEAR CONSULTING regarding the use of the services; not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the service, use of the service, or access to the service; and indemnify SEECLEAR CONSULTING in respect of any claim, cost, damages and losses (including loss of profit and all legal fees) as between attorney and client (and attorney and own client, where applicable) sustained and/or faced by SEECLEAR CONSULTING as a result of breach of this agreement by The Customer.
- 7.5 The Customer agrees that it is solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by it to use the SEECLEAR CONSULTING services, the SEECLEAR CONSULTING and or the SEECLEAR CONSULTING software as the case may be. In this regard, The Customer must, at all times, provide its own hardware, software as well as internet connectivity and telecommunications infrastructure.
- 7.6 It is at all times the sole responsibility of The Customer to ensure that SEECLEAR CONSULTING is always kept fully up to date in terms of the environment on which it is reporting to and or alerting The Customer. This includes but is not limited to if it adds new accounts, contracts and or services that SEECLEAR CONSULTING need to report and or alert on.

8. BREACH & TERMINATION AND SUSPENSION OF SERVICES

- 8.1 SEECLEAR CONSULTING shall have, without prejudice to any other claims or remedies which it may have in law against The Customer, the right to terminate this agreement and/or the connection to the service in terms of this agreement without liability upon the happening of any of the following events;
- 8.1.1 if SEECLEAR CONSULTING for whatever reason is unable to provide the service;
- 8.1.2 if payment is not effected on the due date by The Customer or The Customer does not fully and at all times abides by the Terms and Conditions of this agreement;
- 8.1.3 if The Customer commits a breach of this agreement or in the case of a breach capable of rectification other than in 8.1.2 fails to rectify the same within 7 days of SEECLEAR CONSULTING delivering written notice requiring rectification of it;
- 8.1.4 if any information supplied by The Customer to SEECLEAR CONSULTING is found by SEECLEAR CONSULTING to be false or misleading; or
- 8.1.5 if The Customer commits any act of insolvency, or if any application or order of sequestration/liquidation (whether temporary or final) is made against The Customer, or if The Customer enters business rescue or is unable to pay its debts as they fall due within the meaning of the Companies Act or if any application or resolution to wind up The Customer is passed or presented otherwise than for reconstruction or amalgamation or if an administrative receiver/trustee liquidator or judicial manager is appointed over any of The Customer's assets, property or if any power of such appointment arises.
- 8.2 Should the agreement be cancelled as a result of the occurrences referred to in above in clauses 8.1.2; 8.1.3; 8.1.4; and 8.1.5 The Customer shall be liable to pay SEECLEAR CONSULTING all outstanding monthly subscriptions and charges then outstanding, as well all of the monthly subscription charges calculated from the date of cancellation to

the date when the agreement would have run its term, as per the full Contract Period set out in the Subscriber Agreement.

- 8.3 Should SEECLEAR CONSULTING decide to disconnect the service for one of the above-mentioned reasons, The Customer shall pay on demand all charges outstanding then or arising at the time of disconnection whether due for payment or not and including any reasonable charges and reasonable disconnection fee which SEECLEAR CONSULTING may at its sole discretion levy, which amount shall be immediately due and payable.
- 8.4 SEECLEAR CONSULTING shall be entitled to recover all costs which SEECLEAR CONSULTING may incur as a result of The Customer's failure at any time to provide accurate information as and when required hereunder or in connection therewith.
- 8.5 SEECLEAR CONSULTING shall have the right without prejudice to any other right that it may have in terms of this agreement or at law, at any time and without notice to The Customer to suspend the services or any part thereof, and/or to discontinue the use of the service by electronic or other means in any of the following circumstances without prejudice to its rights concerning the liability of The Customer to continue to effect payment of the monthly subscription fee; for so long as The Customer remains in breach of its obligations in terms of this agreement; and/or for so long as The Customer acts contrary to the provisions contained in this agreement.

9. REPORTING SOFTWARE

- 9.1 Where SEECLEAR CONSULTING grants The Customer the right to use any reporting software ("software"), such software shall be used only for the purposes for which it is licensed (which shall only constitute a non-exclusive temporary licence whilst this agreement is in operation) in terms hereof. The Customer shall not reverse, engineer, decompile, modify, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the software or any part, variation, modification, release or enhancement thereof or have any software or any program written or developed for it based on the software.

10. FORCE MAJEURE

- 10.1 SEECLEAR CONSULTING shall not be liable for any breach of this agreement if and to the extent that such breach arises as a result of any act of God, government or any other administrative act or omission, sabotage, riot, explosion, controls, restrictions, prohibition or other acts at any local or national government, or if SEECLEAR CONSULTING is unable to render the service due to any issues at the applicable and relevant service providers.

11. CUSTOMER CHANGES & CESSION / NON-ASSIGNMENT

- 11.1 The Customer is prohibited, in any manner whatsoever, from passing the service over to any third party without prior written permission from SEECLEAR CONSULTING. Any breach of this clause by The Customer may result in losses or damages to SEECLEAR CONSULTING for which The Customer shall be liable.
- 11.2 The Customer may not cede, assign, transfer, alienate or otherwise delegate or dispose of all or any of their rights and/or obligations under this agreement to any other party without the prior written consent of SEECLEAR CONSULTING.
- 11.3 Should it wish to do so, SEECLEAR CONSULTING may cede, assign, transfer, alienate or otherwise delegate or dispose of all or any of their rights and/or obligations under this agreement to any other party without the prior written consent of The Customer being required. It is agreed and understood that SEECLEAR CONSULTING may from time to time make use of certain consultants and/or service providers in rendering the services.
- 11.4 The Customer agrees that SEECLEAR CONSULTING is allowed to grant the same, similar, additional or different rights as it does to The Customer to any other person or entity.

12. CONFIDENTIALITY

- 12.1 It is recorded that the parties, by virtue of their association with each other, will come into possession of, or will have access to, the trade secrets, confidential information and sensitive business, client and operational information of the other. The parties accordingly, undertake in favour of the other that: they will not for the duration of this agreement or at any time thereafter, either use or directly or indirectly divulge or disclose to others any information to which it becomes privy in relation to this agreement and which may reasonably be expected to be of a confidential or proprietary nature, including without limitation the trade secrets, know-how, methodologies, business plans,

strategies, presentations, clientele, suppliers, assets, liabilities, profitability and financial performance in general of the parties; and they will not either for itself or as the agents of anyone else, and whether directly or indirectly, persuade, induce, solicit, encourage or accept the services of any employee of the other party.

- 12.2 The Parties give each other the undertakings set out in this term not only in their own favour but also to its potential successors-in-title and in favour of each company which is a holding company, subsidiary or fellow subsidiary of the parties from time to time.
- 12.3 The Parties shall ensure that each of its employees, agents, directors, consultants and sub-contractors involved in this Agreement shall comply with, and agree to be bound by, the provisions of this term as if each of them were signatories hereto.

13. INTELLECTUAL PROPERTY, DOCUMENTS AND MATERIALS

- 13.1 All intellectual property, documents and materials relating to this agreement are fully owned by SEECLEAR CONSULTING.

14. ENTIRE AGREEMENT

- 14.1 This agreement constitutes the entire agreement between the parties and all prior oral or written representations, undertakings or agreements are hereby cancelled by the signing hereof.

15. VARIATION

- 15.1 Any indulgence by one party to another shall not prejudice the rights of that party under this agreement, nor be deemed to be a novation hereof or a waiver of that party's rights against the other.
- 15.2 No variation, modification, waiver or consensual cancellation of any provision of this agreement or consent to any departure therefrom (including this sub-clause), shall be of any force or effect unless confirmed in writing and signed by SEECLEAR CONSULTING.
- 15.3 SEECLEAR CONSULTING shall be entitled from time to time at its absolute discretion to vary or amend these Terms and Conditions and any such amended or varied and updated terms and conditions in effect from time to time, shall be binding on The Customer immediately from the time that The Customer is notified thereof. Any subsequent provision of service by SEECLEAR CONSULTING to The Customer shall be on the basis of SEECLEAR CONSULTING's amended and updated terms and conditions.
- 15.4 SEECLEAR CONSULTING shall be entitled from time to time at its absolute discretion to make such variations to the monthly subscriptions as it deems appropriate by giving 30 days' notice to The Customer, and to make such modifications to the service and make, or agree to, such changes to the system as it may reasonably consider necessary. Wherever practicable prior written notice shall be given of such changes.
- 15.5 If you do not agree to and/or comply with the aforesaid variations and amendments SEECLEAR CONSULTING shall have, without prejudice to any other claims or remedies which it may have in law against The Customer, the right to terminate this agreement and/or the connection to the service in terms of this agreement without liability, and The Customer must not make further use of the services, and/or of the website and the website content and The Customer must immediately delete all copies of the website content in its possession or under its control.

16. BINDING EFFECT

- 16.1 This agreement shall be binding upon all the parties and upon their employees, estates, executors, administrators, curators, legal representatives or assigns as the case may be.

17. GOVERNING LAW

- 17.1 This Agreement and the relationship of the parties in connection with the subject matter of this Agreement will be governed in accordance with the laws of South Africa.

18. DOMICILIUM AND NOTICES

- 18.1 The Customer chooses their domicilium citandi et executandi for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, the details set out in the Subscriber Agreement to which this is attached.
- 18.2 SEECLEAR CONSULTING chooses as its domicilium citandi et executandi: The Pavillion, Cnr Dock & Portwood Road, V&A Waterfront, Cape Town, 8001.
- 18.3 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address in Gauteng, the Republic of South Africa.
- 18.4 Any notice given and any payment made by either party to the other which is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed to have been received by the addressee at the time of delivery.

19. GENERAL

- 19.1 Any reference in this agreement to "days" is to business days, which are any days other than a Saturday, Sunday or statutory public holiday in the RSA.
- 19.2 Each of the provisions of this agreement shall be severable and divisible from each of the other provisions of this agreement, on the basis that if any such provision is found to be invalid or unenforceable, the remaining provisions of this agreement shall remain of full force and effect.
- 19.3 This agreement may be executed in several counterparts (whether telefax or otherwise) which, when taken together, shall constitute a single instrument.
- 19.4 The use of the word "including" or the words "inclusive of" shall not be construed as limiting matters to only the examples followed by such wording and as such, the eiusdem generis rule of construction shall not apply.
- 19.5 The contra proferentem rule shall not apply and accordingly, none of the provisions of this agreement shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;
- 19.6 Any reference herein to "website" or "portal" or "software" is intended to, where applicable, also include reference to the other two aforesaid terms, save where same would clearly not make sense in the circumstances."

20. NON-CIRCUMVENTION & NON-SOLICITATION

- 20.1 The Customer shall not, or even attempt to, circumvent any established relationship between SEECLEAR CONSULTING and any other entity by approaching that other party without SEECLEAR CONSULTING's prior written consent. Even in the case where consent is granted this will purely for obtaining and/or exchanging pertinent information and not for purposes of establishing a trading relationship.
- 20.2 The Customer shall not solicit or attempt to solicit the staff or service providers of SEECLEAR CONSULTING.

21. PRIVACY POLICY

- 21.1 SEECLEAR CONSULTING recognises the importance of protecting The Customer's privacy in respect of its personal information (as this phrase is defined in the POPI Act) collected by SEECLEAR CONSULTING in respect of this agreement. In adopting this Privacy Policy, SEECLEAR CONSULTING wishes to balance its legitimate business interests and The Customer's reasonable expectation of privacy. Accordingly, SEECLEAR CONSULTING will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of The Customer's personal information. However, SEECLEAR CONSULTING does not guarantee that The Customer's personal information shall be 100% secure, and The Customer accepts that reality.
- 21.2 Where there are reasonable grounds to believe that The Customer's personal information has been accessed or acquired by any unauthorised person, SEECLEAR CONSULTING will notify you and the Information Regulator which is appointed in terms of the POPI Act, and provide all information available in respect thereof.
- 21.3 The Customer hereby agrees to the terms and conditions set out in this Privacy Policy clause, and in particular (but without derogating from the generality of the aforesaid) agrees that SEECLEAR CONSULTING may "collect, collate, process and/or store" your personal information (as this term is defined in the POPI Act) ("process") for, amongst other things, the purposes of providing you with the services.
- 21.4 SEECLEAR CONSULTING reserves the right to vary the terms of this Privacy Policy in accordance with clause 16 above. It is The Customer's responsibility to be aware of and familiarise itself with the most recent version of these Terms and Conditions and this Privacy Policy.

- 21.5 SEECLEAR CONSULTING will limit the types of personal information it processes to only that to which The Customer has consented to by providing same to us, and which is necessary for our legitimate business interests, and rendering the services.
- 21.6 The Customer hereby acknowledges that all personal information processed by SEECLEAR CONSULTING may be stored by it and used for the purposes of this agreement.
- 21.7 SEECLEAR CONSULTING will not disclose any of The Customer's personal information to third parties, except when it has The Customer's permission to do so or where it is required to do so in terms of law. The Customer hereby agrees that its personal information may be shared as required in terms of this agreement and to enable SEECLEAR CONSULTING to render the services.
- 21.8 The Customer has the right to request that SEECLEAR CONSULTING correct, destroy or delete any of your personal information (that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain) that we have processed in accordance with this agreement.
- 21.9 The Customer has the right to withdraw its consent for SEECLEAR CONSULTING to process its personal information at any time. However, the withdrawal of such consent can only be made on the condition that the withdrawal of such consent does not affect the processing of the personal information before the withdrawal of such consent; or that the withdrawal of such consent does not affect SEECLEAR CONSULTING's legitimate interests or the legitimate interests of a third party to whom the information is supplied; or that the withdrawal of such consent does not affect this agreement and/or the services to be rendered.
- 21.10 The Customer has the right to object to the processing of its personal information at any time, on reasonable grounds relating to its particular situation, unless the processing is required by law and provided that that the objection does not affect the processing of the personal information before the objection; or that the objection does not affect SEECLEAR CONSULTING's legitimate interests or the legitimate interests of a third party to whom the information is supplied; or that the objection does not affect this agreement and/or the services to be rendered.
- 21.11 The Customer has the right to object to the processing of its personal information, at any time, if the processing is for purposes of unsolicited direct marketing and The Customer has not given its consent for that processing.
- 21.12 The Customer has the right to not have its personal information processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to it.
- 21.13 The Customer has the right not to be subjected to a decision which is based solely on the basis of the automated processing of its personal information intended to provide a profile of you, and has the right to submit a complaint to the Information Regulator regarding an alleged interference with the protection of personal information processed in accordance hereof. The Information Regulator's contact details will be published by the Government in due course in terms of the POPI Act.
- 21.14 SEECLEAR CONSULTING may collect IP addresses for the purposes of system administration and to audit the use of the website. It does not ordinarily link IP addresses to personal information, which means that a session on the website may remain anonymous. However, it cannot be guaranteed that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the website terms or to protect the website, its users or other interests
- 21.15 The Customer must not provide its username or password to anyone, and it is solely responsible for keeping its username or password secret, and it is accordingly solely responsible for any loss that may be suffered should any other person use such username or password.

General Terms and Conditions

This website may contain references or links to other websites ("other websites") and to the products, opinions or services of third parties. Subject to the provisions of the POPI Act and the ECT Act and to the fullest extent allowed by law, your use of the other websites or the products, opinions or services of third parties is entirely at your own risk. SEECLEAR CONSULTING shall not be responsible for any loss of whatsoever nature arising from or related to your reliance on, use or attempted use of other websites or the opinions, products or services of third parties. You shall not make (and may not permit any third party to make) any reference to SEECLEAR CONSULTING, this website or the website content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by SEECLEAR CONSULTING in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

You shall not use the website to obtain or distribute: copyrighted material or material protected by law without SEECLEAR CONSULTING's prior written consent; or material containing viruses or any other destructive materials or data or code which

is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.

You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the website. You are strictly prohibited from using the website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts. You shall not intercept any information transmitted to or from us or the website which is not intended by us to be received by you. The website and the website content may only be used by you, subject to the provisions of SEECLEAR CONSULTING's Terms and Conditions, and for lawful purposes and shall not extend to the use of the source code of the website or the website content.

You are not allowed to: frame, link to, modify, distribute, commercialise, exploit and/or alter the website or the website content; incorporate any part of the website content in any other work or publication; and/or perform any other act which may not be considered fair use.

Your use of the website, the website content and the services is entirely at your own risk. Subject to the provisions of the POPI Act and the ECT Act and to the fullest extent allowed by law, SEECLEAR CONSULTING shall not have any liability whatsoever in relation to the website, the website content and/or the services. You hereby indemnify SEECLEAR CONSULTING against any loss arising from your use of or reliance on the website, the website content or the services or arising due to any unavailability, interruption, downtime, malfunction, or failure of the website, the website content or the services for any reason whatsoever, or any actions or transactions resulting therefrom, even if SEECLEAR CONSULTING have been advised of the possibility of such loss. To the fullest extent allowed by law and subject to the provisions of the POPI Act, if any of the limitations or exclusions of our liability in these Terms and Conditions are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed R100.00 (one hundred Rand).

This website, the website content and the services are protected by law. This incorporates all intellectual property rights in respect of the website, the website content and the services, including all rights, title and interest in copyright, designs, trademarks and inventions. Any unauthorised use of the website, the website content and the services and all intellectual property rights related thereto, is prohibited.

All intellectual property rights, including all rights, title and interest in copyright, of whatsoever nature existing now and in the future, remain the absolute property of SEECLEAR CONSULTING. The software may not be sub-licensed, transferred or assigned without the prior written consent of SEECLEAR CONSULTING and you shall not and shall not permit access to the software and any documentation relating thereto by any third party without the prior written consent of SEECLEAR CONSULTING. You will not acquire any right, title or interest, including any intellectual property rights, in or to the website, the website content or the services other than those rights expressly granted to you in these Terms and Conditions. Where any of the website content has been licensed to SEECLEAR CONSULTING or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

By using the website and/or the services, you agree that these terms and conditions (especially but not limited to the Privacy Policy clause therein, where services also includes website and website content) create a binding agreement between SEECLEAR CONSULTING and you, even though these Terms and Conditions are wholly or partly in the form of a data message. You agree specifically that the agreement will be deemed to have been concluded at our physical address on the date on which you first made any use of the website; an electronic signature is not required by you or us for purposes of agreeing to these Terms and Conditions; and your use of the website and/or the services is sufficient evidence of your agreement to these Terms and Conditions.