

## User Agreement

**YOU WILL FIND THE USER AGREEMENT, GENERAL TERMS AND CONDITIONS OF USE, THE PRIVACY POLICY AND GUIDELINES IN THIS DOCUMENT.**

**PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SITE.**

### Section A. General Terms and Conditions of Use

#### 1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. “**Inovaio Portal**” means any online portal for the use by a client that is provided by or is connected with Inovaio or that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.1.2. “**Inovaio Apps**” means any application software used or developed by Inovaio for it’s own internal use or used by a client

1.1.3. “**personal information**” means information relating to you or any other living person or existing legal entity, including but not limited to –

1.1.3.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.1.3.2. information relating to the education or the medical, financial, criminal or employment history of the person;

1.1.3.3. any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;

1.1.3.4. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.1.3.5. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

provided that such information is not in the public domain, in whatever format or held by a public body and publicly accessible.

- 1.1.4. “**Site**” means collectively the internet website [www.inovaio.com](http://www.inovaio.com) or any website with a URL that is registered to Inovaio and the Inovaio Portal and Inovaio Apps.
- 1.1.5. “**we**”, “**us**”, “**our**” and “**Inovaio**” means Inovaio (Proprietary) Limited (registration number 2011/111302/07), a for profit company registered in terms of the Companies Act, 2008 of the Republic of South Africa and having it’s principal place of business at 14 Oaktree Avenue, Hazelwood, Pretoria 0081, South Africa and all its affiliates, subsidiaries and sub-contractors.
- 1.1.6. “**you**” and “**your**” means the user (including a representative/agent/employee of a legal entity) of the Site.

## 1.2. **Interpretation**

- 1.2.1. words importing natural persons shall include a reference to bodies corporate and other legal personae and vice versa;
- 1.2.2. words importing the masculine shall include a reference to the feminine and other genders;
- 1.2.3. words importing the singular shall include a reference to the plural and vice versa;

## 2. **Conditions of Access**

- 2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.
  - 2.1.1. To avoid any confusion, you agree these terms and conditions apply to your use of:
    - 2.1.1.1. the Site;
    - 2.1.1.2. any Inovaio Apps;
    - 2.1.1.3. the Inovaio Portal;
    - 2.1.1.4. any third party website, app or mobile application licensed to us,

regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cellphone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, SMS charges). Inovaio cannot be held responsible for these charges.

### **3. Your Acceptance and Consent**

- 3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.
- 3.2. When you install or download the Inovaio Apps, or access the Inovaio Portal, you may be required to accept the terms and conditions or the end user licence agreement (EULA) of a third party supplier or vendor. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA is part of this user agreement and will apply to your use of the Inovaio Apps and Inovaio Portal.
- 3.3. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

### **4. Changes to this User Agreement**

- 4.1. We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly so that you are fully aware of your rights and obligations in terms of this use agreement.
- 4.2. The current version of this user agreement will apply each time that you access and use the Site. Changes to this user agreement will apply to you each time your access the Site after such changes have been made.

### **5. Your account**

- 5.1. If you use the Site, you must keep your access details (including, your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your user name and password. You are only permitted to use one account. If you use more than one account without our prior written permission we may delete all access.
- 5.2. Once you've logged onto the Site once, certain information, functionality and other features of the Site will be accessible the next time you access the Site without having to re-enter your password. If you prefer to enter your password every time you access the Site, you can change the settings in the menu option.
- 5.3. Inovaio may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 5.4. You agree that the following actions are material breaches of the terms and conditions of this user agreement:

- 5.4.1. signing in as, or pretending to be, another person;
  - 5.4.2. transmitting, publishing or inserting into the Inovaio Portal, or the Site, material or information that violates, or could violate, the intellectual property rights or the privacy of others;
  - 5.4.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or
  - 5.4.4. gathering information about others without obtaining their prior written consent.
- 5.5. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 5.6. Please note that the username you choose is permanent and can only be amended at Inovaio's discretion.
- 5.7. Inovaio may determine certain requirements that you will need to meet when choosing a user name and/or password. These requirements may be changed from time to time and you may be required to update your credentials.

## **6. Full disclosure of all relevant facts and benefit entitlement**

- 6.1. Inovaio might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.
- 6.2. You guarantee that all information provided by you at any time to Inovaio on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.
- 6.3. You guarantee that you have fully disclosed all facts, and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.

## **7. Electronic communication and records**

- 7.1. When you visit the Site or send e-mails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records will be proof of the records, unless you can prove otherwise.
- 7.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by Inovaio. This includes, but is not limited to mobile push notifications.

- 7.3. If you are a registered user of the Site, you will receive communications from us via e-mail. If you do not want to receive e-mails from Inovaio, you may change the way you receive your communication on the Site, or you can telephone our contact centre.
- 7.4. Inovaio takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 7.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.
- 7.6. To the extent applicable, you agree that the Electronic Communications and Transactions Act, No. 25 of 2002 (as amended) (ECTA) is applicable to all electronic communications addressed to us by you, or by us to you.

## **8. Copyright**

- 8.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Inovaio, or is licensed from third party suppliers, or is used with the permission of such third party. The copyright is protected by South African and international law. In addition, the compilation of all content on the Site is the exclusive property of Inovaio and is protected by South African and international copyright laws.
- 8.2. Except if permitted under this, or another agreement with Inovaio, no portion of the Site may be copied or transmitted via any means available now or in the future.
- 8.3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.
- 8.4. You agree that if you breach the terms of this clause 8, Inovaio will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. Inovaio will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and client.
- 8.5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without Inovaio's prior written permission and/or that of any third party.
- 8.6. Inovaio tries to ensure that the most sophisticated technology protects the information on the Site. However, Inovaio cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place

and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

## 9. Disclaimer

- 9.1. The Site and all information, content, tools and materials are provided by Inovaio on an “as is” and “and available” basis, unless we inform you in writing.
- 9.2. Inovaio does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.
- 9.3. Inovaio does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the Inovaio servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. Inovaio will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on, or otherwise made available to you through, the Site, including for direct, incidental or consequential damages.
- 9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
  - 9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause of force majeure beyond the reasonable control of Inovaio; or
  - 9.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.
- 9.5. We will not be responsible for any direct or indirect loss or damages that may arise from:
  - 9.5.1. any of the events described in this clause or the clauses above where your actions or omissions result in a breach of this user agreement;
  - 9.5.2. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;
  - 9.5.3. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Inovaio in disrepute; or
  - 9.5.4. your reliance on any of the information, content, tools or materials that you obtain from the Site.

## 10. Indemnity

- 10.1. While Inovaio makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.
- 10.2. You agree to fully indemnify Inovaio, its directors, and employees, and will not hold us responsible for any claim relating to your use of the Site.
- 10.3. You agree to fully indemnify Inovaio, its directors and employees, from any errors or inaccuracies or incomplete information made available by third parties on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 10.4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change.
- 10.5. You agree that any calculations made on the Site, are estimates and are meant as guidelines only.
- 10.6. Inovaio is not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 10.7. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 10.8. You accept that some of the information, content, tools or materials on the Site come from external sources and you agree that Inovaio is not responsible, and will not be held liable, for any information or content, received from these external sources.

## 11. Phishing and spoofing

- 11.1. If you receive an unsolicited e-mail that appears to be from Inovaio and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your Inovaio information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofer."
- 11.2. Inovaio will never ask for this type of information in an e-mail, and we strongly recommend that you **do not** respond to these e-mails and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. Inovaio cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

## **12. Linking to third party websites**

- 12.1. The Site may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of Inovaio and Inovaio is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 12.2. Inovaio is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Inovaio of the linked website, their business or security practices, or any association with its operators.
- 12.3. Inovaio employs the services of third parties from time to time to assist with the hosting and management of the Site, including certain services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.
- 12.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

## **13. Applicable law**

By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement;

## **14. Non-binding mediation**

- 14.1. In the event that we are not able to resolve a dispute between us, then and in such event, the matter must, in the first instance, be referred to mediation.
- 14.2. We, by agreement with you, will nominate a mediator who shall not have any right or entitlement to issue an award and/or decision that is binding on us. If together we accept the decision of the mediator, then such acceptance shall be final, valid and binding on both parties.
- 14.3. In the event that the parties cannot reach agreement on the identity of the mediator, then and in such event the President of the Law Society of the Northern Provinces (LSNP), or its successor, shall nominate the mediator.
- 14.4. Should the mediation not resolve the dispute, within 15 (fifteen) business days from the commencement thereof (as determined by the mediator) the aggrieved party may proceed with legal proceedings in a court of law as provided for in clause 14.5.
- 14.5. You furthermore agree and consent to the jurisdiction of the High Court, Gauteng Division, Pretoria in respect of any dispute which may arise from this user agreement.



## 15. **General Provisions**

- 15.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.
- 15.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
- 15.3. No failure or delay by Inovaio to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

## **Section B. Privacy Policy**

**This privacy policy is complementary to, and should be read and understood together with, the general terms and conditions of use set out in Section A above.**

### 16. **General Principles of our Privacy Policy**

- 16.1. This privacy policy covers how we treat your personal information collected electronically when you use the Site, register or apply online for any Inovaio products or services, or when you contact Inovaio electronically.
- 16.2. Inovaio respects your privacy and your personal information and for this reason, we take care to protect your personal information and to keep it confidential.
- 16.3. When dealing with your personal information we apply the following:
  - 16.3.1. Inovaio will only disclose, collate and process your personal information with your express written permission unless we are legally required to do so.
  - 16.3.2. Inovaio will not use your personal information for any other purpose, other than that which we disclosed to you, unless you give Inovaio your express written permission to do so, or unless Inovaio is permitted or required to do so by law.
- 16.4. By using the Site, registering or applying online for any Inovaio products or services, or contacting Inovaio electronically, you confirm that we may share your information within the Inovaio group of companies for administration and fraud prevention purposes or where required to provide group wide services, benefits and infrastructure to assist you.

## 17. What is Personal Information

Personal information refers to information that identifies or relates specifically to you, for example, your name, age and identity number or any information you use to register for the website.

## 18. How we collect Personal Information

Whenever you use the Site, complete an application form, contact Inovaio electronically, or use one of the products, services, facilities, tools or utilities offered by Inovaio on the Site, Inovaio will collect your personal information.

## 19. Why we collect and use Personal Information

19.1. In order to make your use of the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for Inovaio to find out exactly what you need and want. The following are some of the reasons why Inovaio would collect your personal information:

19.1.1. for Inovaio to process your instructions or requests; or

19.1.2. for Inovaio to ensure that we meet your needs, Inovaio may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our services to meet your needs; or

19.1.3. once Inovaio has collected and analysed your personal information, Inovaio may send you promotional material or details which we think may be of interest to you.

19.1.4. to conduct market research;

19.1.5. to conduct academic research which may be used to evaluate and improve Inovaio's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All such information collected will be kept strictly confidential and all data will be depersonalized to the extent possible and where appropriate. No personal information will be made available to a third party unless such third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.

19.2. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given Inovaio your consent you no longer wish Inovaio to use or share your personal information, you may withdraw your consent in writing addressed to [peter@inovaio.com](mailto:peter@inovaio.com).

- 19.3. You accept that your personal information may be stored outside of the Republic of South Africa.

## **20. Protection of your Personal Information**

- 20.1. Inovaio values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information Inovaio has concerning Inovaio clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.
- 20.2. When you use the products, services, facilities, tools or utilities provided by Inovaio on the Site, you may be given an access number, user name, password and/or personal identification number (PIN). You must always keep your user name, access card, password and/or PIN a secret and ensure that you do not disclose it to anyone.

## **21. Updating of Personal Information**

If you ever want to update or correct any of your personal information held by Inovaio, you can e-mail us or you can phone our contact centre.

## **22. Personal Information held by or disclosed by you or Inovaio to a third party**

- 22.1. Because Inovaio is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks like Facebook, Instagram or Twitter) Inovaio does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.
- 22.2. Inovaio may enter into arrangements with its partners and other third party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application, the Inovaio App or the Inovaio Portal. You hereby consent to Inovaio disclosing your personal information to those partners and third parties for this purpose and you also consent to receiving data about yourself from them. If at any time, after you have given Inovaio your consent, you no longer wish to have your personal information disclosed to these partners or third parties, you may withdraw your consent.

## **23. Cookies and Online advertising**

- 23.1. Inovaio uses cookies. We use the word “cookie” to refer to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site, Inovaio will know who you are and that you have visited the Site before. We also collect information about how you use the website, your preferences and past browsing history.

- 23.2. Inovaio engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Inovaio's clients to help us undertake market research and understand the offers, promotions, and types of advertising that will enhance our clients' marketing initiatives. The personal information they collect is aggregated and cannot be linked to a person.
- 23.3. Third party vendors, including Google, show Inovaio ads on sites on the internet.
- 23.4. Third party vendors, including Google, use cookies to serve ads based on a user's prior visits to Inovaio's website.
- 23.5. Users may opt out of Google use of cookies by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt out page.

## 24. **Changes to this Privacy Policy**

- 24.1. Inovaio may amend this privacy policy from time to time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy policy regularly.
- 24.2. The current version of this privacy policy will govern the respective rights and obligations between you and Inovaio each time that you access and use the Site.
- 24.3. The Privacy Policy will be amended, if necessary, to comply with the provisions of the Provision of Personal Information Act No.4 of 2013 (POPIA) once all it's provisions become operative.
- 24.4. In the event that POPIA is fully implemented and the provisions of our Privacy Policy are in any way in conflict with, or do not provide for, any provision contained in POPIA, then this Privacy Policy shall be deemed to have been amended and/or varied so that our Privacy Policy is in conformity with POPIA.

## 25. **Applicable jurisdiction**

This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the High Court, Gauteng Division, Pretoria, in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.

## **Version 1.2**

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