

GENERAL TERMS OF USE

Between

BEE Scorecard (Pty) Ltd, trading as BEE Scorecard (hereinafter 'the PROPRIETOR'), Tygervalley Chambers, 27 Willie van Schoor drive, Bellville, 7530, Fax number 0860 250 250, email info@bee-scorecard.co.za

and

The User, who agrees to all the terms and conditions herein by logging in to the BEE Navigator online software platform.

Definitions

Unless a contrary intention clearly appears, words importing any reference to one gender includes the other gender; the singular includes the plural and vice versa; natural persons include created entities (incorporated or unincorporated) and the state and vice versa; any reference to 'R' or 'Rands' or 'cents' shall be references to the lawful currency of South Africa.

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

'The Codes' means the BBBEE Codes of Good Practice issued by the DTI under the Broad Based Black Economic Empowerment Act 53, of 2003; **'BEE Score'** means the Black economic empowerment score of a business entity as measured against the BBBEE Codes at any given time; **'BEE Scorecard'** means a detailed presentation of the BEE Score of a Measured Entity in accordance with the Codes; **'Certificate of Compliance'** means a Certificate verifying the BEE status of the ME and issued by an Auditor approved by the IRBA to provide BEE Verification Assurance services; **'DTI'** means the Department of Trade and Industry; **'Effective date'** means the date of commencement of this Agreement, which is the date on which the BEE SERVICE PROVIDER receives Login Details from the PROPRIETOR to access BEE Navigator; **'General Terms of Use'** are the terms and conditions of use in this agreement, as presented at login and to which all users agree by using BEE Navigator; **'Licence Fee'** means the total annual fees payable by the USER for using the Service; **'Login Details'** means the unique Username and Password provided to regulate the access of the USER to BEE Navigator; **'ME'** or **'Measured Enterprise'** means the business being measured by BEE Navigator in terms of the Codes; **'The Service'** means the BEE Measurement Service provided by The PROPRIETOR on BEE Navigator; **'The System'** and **'BEE Navigator'** means the proprietary web-based application owned by The PROPRIETOR and designed in accordance with the BBBEE Codes of Good Practice and made available to the USER in terms of this Agreement only; **'User'** is any person using BEE Navigator and who thereby agrees to the General Terms of Use herein.

Whereas:

The USER wishes to utilise the Service offered by the PROPRIETOR and the PROPRIETOR agrees to provide the Service to the USER in accordance with the terms of this Agreement; the USER agrees to the terms of this Agreement by using the Service.

The Parties therefore agree as follows:

Access to the Service

The PROPRIETOR will provide the USER with uninterrupted access to BEE Navigator, provided that the USER complies with the stipulations of this Agreement.

Fees

Access to and use of the system is free of charge, unless the ME has subscribed to any one of BEE Navigator's paid services as set out at www.beenavigator/costs.htm.

Data Integrity

The PROPRIETOR will not audit or check the information entered on BEE Navigator for accuracy or correctness. The USER accepts that the integrity of the results provided by Navigator are dependent on the correctness of the input data provided.

The USER accepts and acknowledges that it is responsible for the safety and security of its Login Details.

Data entered on BEE Navigator by the USER and stored by The PROPRIETOR remains the property of the USER and/or its client.

The PROPRIETOR will at all times treat the information captured by the USER as confidential and will utilise the data exclusively for providing the Service.

The Service

The PROPRIETOR will: Offer the Service with commercially reasonable levels of skill and care; Maintain a real-time system in accordance with the Codes; Store historical data securely for as long as required by law; Make stored data accessible to the USER subject to the conditions of this Agreement; recalculate the Scorecard of the USER automatically when changes are made to the Codes.

Termination

The USER may at any time terminate the Agreement by email to cancellations@bee-scorecard.co.za. Upon such termination notice being received, The PROPRIETOR will terminate access to BEE Navigator for all users linked to the USER.

In the event of termination the USER remains liable for all fees payable to The PROPRIETOR in terms of any paid services subscribed to.

The PROPRIETOR will be entitled to terminate the USER's access to BEE Navigator immediately and without liability, should the USER breach any of the terms of this Agreement or fail to honour a payment.

Ownership

The PROPRIETOR is the exclusive owner of the System and all intellectual property inherent to the System and the Service. Using the Service does not give the USER ownership of any intellectual property rights in the Services or the System and the USER may not use content from the Service or the System unless prior written permission is obtained from The PROPRIETOR. These terms do not grant the USER the right to use any branding or logos used in the Service.

Indemnity

The PROPRIETOR provides the service 'as is' and makes no claims with regard to the performance of BEE Navigator or the financial, operational or other impact BEE Navigator may have on the business of the USER or its clients, and cannot be held liable for any such impact. The USER indemnifies The PROPRIETOR from any claim whatsoever arising from the Service provided to the USER or its clients.

The PROPRIETOR accepts no responsibility for any reliance that may be placed on the Scorecard produced on the Navigator system and the USER indemnifies The PROPRIETOR against any loss or damage, whether consequential or punitive, that the USER or a third party might suffer as a result of any misrepresentation. The Service provided in terms of this Agreement is for the benefit of the USER and it is not expected of The PROPRIETOR to exercise a duty of care to any third party.

General

The PROPRIETOR may modify the General Terms of Use from time to time, to reflect changes to the law or changes to the Service. This Agreement will be presented at each login to BEE Navigator and the onus is on the User to be familiar with the content at all times. The USER and any users linked to the USER agree to the general terms of use by using the system.

The failure of any party at any time to require performance of a specific term or to enforce its rights under this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provision of this Agreement and shall not be construed as a waiver of any breach.

This Agreement shall commence on the effective date and remain in force until terminated by either party in accordance with this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African courts.