

BUILDACC WEBSITE TERMS & CONDITIONS

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE BUILDACC WEBSITE OR ANY PART THEREOF (THE BUILDACC WEBSITE) IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 (http://www.acts.co.za/ect_act)

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE BUILDACC WEBSITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a. Buildacc means Buildacc cc, a private company incorporated in terms of the Companies Act 61 of 1973.
- b. Buildacc website means the Buildacc cc website located at www.buildacc.com and includes any part or element thereof;
- c. User means any person who enters or uses the Buildacc website, notwithstanding the fact that such a person only visited the home page of the Buildacc website;
- d. References herein to the singular include the plural and vice versa; and
- e. Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

Buildacc is a South African-based company focused on the sale of plastic products that are manufactured using machines that mould by injection and extrusion.

Buildacc also provide services by assisting clients in the manufacturing of moulds to clients specifications.

2. ALLOWED USE AND LICENSE

2.1 Buildacc licenses the User to view, download and print the content of the Buildacc website, provided that such content is used for personal, educational and/or non-commercial purposes only;

2.2 Content from the Buildacc website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Buildacc;

2.3 Users may only access and use the Buildacc website for legal purposes;

2.4 The caching of the Buildacc shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Buildacc website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Buildacc.

2.5 If any User uses content from the Buildacc website in breach of the provisions detailed herein:

2.5.1 Buildacc reserves the right to claim damages from the User;

2.5.2 Buildacc reserves the right to institute criminal proceedings against the User; and

2.5.3 Buildacc shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the Buildacc website from any other source shall be directed at the home page of the Buildacc website. Buildacc shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Buildacc website, if such content was accessed through a hyperlink not directed at the home page of the Buildacc website. Persons that wish to link to content beyond the home page of the Buildacc website shall do so at their own risk and indemnify Buildacc against any loss, liability or damage that may result from the use of content from the Buildacc website, if such content was accessed through a hyperlink not directed at the home page of the Buildacc website;

2.7 No person may frame the Buildacc website, in any manner whatsoever, without the prior written consent of Buildacc;

2.8 Apart from bona-fide search engine operators and use of the search facility provided on the Buildacc website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Buildacc website for any purposes, without the prior written consent of Buildacc; and

2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Buildacc at any time without giving reasons therefore.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the Buildacc website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Buildacc and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Buildacc website are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Buildacc website and/or download content from this website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the Buildacc website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Buildacc has the duty to disclose the following information:

- 5.1 The full name and legal status of the website owner: Buildacc cc;
- 5.2 Company Registration Number: 1993/025954/23;
- 5.3 VAT registration number: 4180140792
- 5.4 Street address: 9 Cumberland ave, Vandia Grove, Randburg, 2194, Republic of South Africa;
- 5.5 Postal address: P O Box 262, Vandia Grove, Ranburg, 2060, Republic of South Africa;
- 5.6 Physical address for receipt of legal service: 9 Cumberland ave, Vandia Grove, Randburg, 2194, Republic of South Africa;
- 5.7 Telephone Number: +27 (0) 11 462 7064;
- 5.8 Main business: Buildacc operates in South Africa from Randburg. We strive to meet the expectations of international and domestic markets, benchmarking our performance delivery against world class precedent, at all times conducting our business in terms of best practice governance standards. Buildacc aspires to world class fulfilment in everything it does, is committed to sustainable earnings growth and value creation, delivering major projects and services primarily in the development of emerging economies and nations.
- 5.9 The website address of the Buildacc website is: www.buildacc.com;
- 5.10 The official e-mail address of the Buildacc website is: info@buildacc.com;
- 5.11 Membership of self-regulatory or accreditation bodies: Companies within Buildacc cc have individual memberships and accreditations. Users are requested to access the Company Directory page for more information regarding individual membership and/or accreditation, which information may be available from the applicable company websites. Where no information is made available, Users are encouraged to establish contact with the relevant company via the 'Contact Us' section of each website, so as to enquire as to how this information may be accessed electronically.;
- 5.12 Codes of conduct to which Buildacc subscribes: View Buildacc key core values at:
<http://www.buildacc.com/regulations.html>.
- 5.13 Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000: Access and view the Buildacc Information Manual at <http://www.buildacc.com/regulations.html>.
- 5.14 Management: Access and view the Buildacc website at <http://www.buildacc.com/index.htm>
- 5.15 Company Secretary: Maria Guedes;
- 5.16 The costs associated with the access and use of the Buildacc website are as follows: Free;
- 5.17 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - 5.17.1 access to the Buildacc website;
 - 5.17.2 the inability to access the Buildacc website;
 - 5.17.3 the services and content available from the Buildacc website; or
 - 5.17.4 these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
- 5.18 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website; and
- 5.19 Users may lodge complaints concerning the Buildacc website at the Street or Postal Addresses referred to in clauses 5.3 and 5.4 respectively, or, alternatively, by emailing the Webmaster at info@buildacc.com. Users hereby assign the copyright in such complaints to Buildacc and understand that Buildacc may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.

6. DISCUSSION FORUM (None at present)

- a) Discriminatory means offensive, untrue or provocative material based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth;
- b) pornographic means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996 (to download the Act click here: <http://www.polity.org.za/html/govdocs/legislation/1996/act96-065.html>);
- c) Illegal Content means material that is Pornographic, Discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a Users or a third party privacy, identity or personality, copyright infringement, malicious codes such as viruses and trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content;
- d) Personal Information means Personal Information as defined in the Promotion of Access to Information Act (go to webpage: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>);

6.1 Buildacc reserves the right, in its sole and absolute discretion, to amend, edit and remove any User postings;

6.2 Users hereby license Buildacc to publish, use, sub-license, distribute, amend, update and store material posted to the Discussion Forum currently available via the <http://www.buildacc.com/discussion forum> webpage, can be accessed via the index page as well;

6.3 Buildacc shall not be liable for any damage, loss, liability and/or harm incurred by any person where such damage, loss, liability and/or harm resulted from a User posting to the Discussion Forum;

6.4 Buildacc does not monitor posting and/or discussions on the Discussion Forum and/or enforce editorial control over any material available on or through the Discussion Forum;

6.5 Users post material to the Discussion Forum entirely at their own risk, and hereby indemnify and hold Buildacc harmless against any damage, loss, liability and/or harm incurred or suffered by Buildacc if such damage, loss, liability and/or harm resulted from material posted to the Discussion Forum by such User;

6.8 Users waive all moral rights that may attach to material posted to the Discussion forum

7. USE OF THE BUILDACC RECRUITMENT SYSTEM (NOT CURRENTLY AVAILABLE)

7.1 Users may search for vacancies, without registering their profile, through the Buildacc Recruitment System portal;

7.2 Users may apply for specific vacancies and/or upload Curriculum Vitae by completing the New User Registration page and creating an account;

7.3 Users record, acknowledge and agree that:

7.3.1 Information provided and/or uploaded is materially and factually correct in all respects;

7.3.2 Buildacc has the right to limit the size of attachments and/or other files;

7.3.3 Information found to be deceptive, misleading and/or unreliable may lead to: User profiles being deleted; and Users being blacklisted from further Employment at Buildacc; and Criminal prosecution.

7.3.4 Users are personally responsible for the maintenance of and/or updates to their personal profiles and/or information uploaded to the Buildacc Recruitment System Portal;

7.3.5 Buildacc may contact registered Users in accordance with the contact method specified by Users during registration or updated in terms of clause 7.3.4 above;

7.3.6 Failure to respond to requests from Buildacc to renew registration may result in the permanent removal of User profiles;

7.3.7 Registration on the Buildacc Recruitment System Portal and applications for vacancies do not guarantee employment. Only candidates who possess the relevant skills, experience and qualifications required will be considered for advertised vacancies, and will further have to subject themselves to the Buildacc recruitment process;

7.3.8 Notwithstanding electronic and/or other communication received from Buildacc, Users are personally responsible for applying for vacancies prior to the closing date specified;

7.3.9 Failure to apply for an advertised vacancy prior to the closing date will result in the User not being considered for such a vacancy;

7.3.10 Buildacc may contact, upon receipt of an application for employment: character and/or employment references in order to verify, without limitation, employment history and/or personal credentials; and relevant educational institutions in order to verify, without limitation, academic records and/or qualifications obtained.

7.3.11 All the provisions of clause 6 above, which address the use of the Discussion Forum, shall equally apply to the Buildacc Recruitment System portal available from this website;

7.4 Users may not share logon usernames and/or disclose passwords to any third party.

8. CHANGES AND AMENDMENTS

Buildacc expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 8.1 change these terms and conditions;
- 8.2 change the content and/or services available from the Buildacc website;
- 8.3 discontinue any aspect of the Buildacc website or service(s) available from the Buildacc website; and/or
- 8.4 change the software and hardware required to access and use the Buildacc website.

9. PRIVACY

9.1 Buildacc shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, personal information shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA);

9.2 Buildacc may electronically collect, store and use, amongst other, the following personal information of Users:

9.2.1 name and surname;

9.2.2 contact details;

9.2.3 non-personal browsing habits and click patterns;

9.2.4 e-mail address; and

9.2.5 IP address.

9.3 Buildacc collects, stores and uses the abovementioned information for the following purposes:

9.3.1 communicate requested information to the User;

9.3.2 newsletter database;

9.3.3 registration and / or authentication of Users; and

9.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Buildacc website;

9.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;

9.5 Buildacc may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

9.5.1 Buildacc shall not disclose personal information from Users unless the User consents thereto;

9.5.2 Buildacc shall disclose information without the User consent only through due legal process; and

9.5.3 Buildacc may compile, use and share any information that does not relate to any specific individual; and

9.6 Buildacc owns and retains all rights to non-personal statistical information collected and compiled by Buildacc.

10. HYPERLINKS TO THIRD PARTY SITES

10.1 Buildacc may provide hyperlinks to websites not controlled by Buildacc (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and

10.2 Buildacc does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

11. SECURITY

11.1 Buildacc shall take all reasonable steps to secure the content of the Buildacc website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Buildacc does not make any warranties or representations that content shall be 100% safe and secure;

11.2 Buildacc is under no legal duty to encrypt any content or communications from and to the Buildacc website and is also under no legal duty to provide digital authentication of any page on the Buildacc website;

11.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Buildacc website or the server and computer network that support the Buildacc website; Notwithstanding criminal prosecution, any person who delivers any damaging code to the Buildacc website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Buildacc harmless against any and all liability, damages and losses Buildacc and its partners / affiliates may suffer as a result of such damaging code;

11.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Buildacc website and Buildacc reserves the right to claim damages any and all persons concerned with a security failure or breach; and

11.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Buildacc and its partners / affiliates.

12. DISCLAIMER AND LIMITATION OF LIABILITY

12.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Buildacc (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

- 12.1.1 access to the Buildacc website;
- 12.1.2 access to websites linked to the Buildacc website;
- 12.1.3 inability to access the Buildacc website;
- 12.1.4 inability to access websites linked to the Buildacc website;
- 12.1.5 content available on the Buildacc website;
- 12.1.6 services available from the Buildacc website;
- 12.1.7 downloads and use of content from the Buildacc website; or
- 12.1.8 any other reason not directly related to Buildacc gross negligence.

12.2 The Buildacc website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Buildacc, that the content available from and through the Buildacc website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;

12.3 Information, ideas and opinions expressed on the Buildacc website should not be regarded as professional advice or the official opinion of Buildacc and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Buildacc website;

12.4 Buildacc does not make any warranties or representation that content and services available from the Buildacc website will in all cases be true, correct or free from any errors. Buildacc shall take all reasonable steps to ensure the quality and accuracy of content available from the Buildacc website and encourage Users to report incorrect and untrue information subject to the right of Buildacc to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and

12.5 Buildacc does not make any warranties or representations that the Buildacc website shall be available at all times. Users acknowledge that the Buildacc website may be unavailable due to updates or other causes beyond the reasonable control of Buildacc, including, but not limited to virus infection, unauthorised access, power failure or other acts of God.

13. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Buildacc website to Buildacc and Buildacc undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

14. INTERCEPTION OF COMMUNICATIONS

14.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Buildacc right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Buildacc website, its staff and employees; and

14.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the writing requirement as detailed in the ECT Act and the RIC Act.

15. ENTIRE AGREEMENT AND SEVERABILITY

15.1 These terms and conditions constitute the entire agreement between Buildacc and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Buildacc from the User;

15.2 Any failure by Buildacc to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

15.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

16. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Buildacc agree that:

16.1 the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Buildacc website for the first time;

16.2 data messages (as defined in the ECT Act) addressed by the User to Buildacc shall only be deemed to have been received if and when responded to;

16.3 data messages (as defined in the ECT Act) addressed to the User by Buildacc shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

16.4 data messages (as defined in the ECT Act) addressed by the User to Buildacc shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

16.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Buildacc; and

16.6 The User agrees and warrants that data messages that are sent to Buildacc from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

17. APPLICABLE AND GOVERNING LAW

Subject to clause 5.4, the Buildacc website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Buildacc website, its content, services and these terms and conditions.

18. LEGAL COSTS

Buildacc shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.