

ONE ASSIST WEBSITE TERMS AND CONDITIONS

These terms and conditions are binding and enforceable against all persons that access the One Assist website or any part thereof (the One Assist website). If you do not agree to these terms and conditions you must leave the One Assist website immediately, as further use will automatically bind you to these terms and conditions.

1. DEFINITIONS AND INTERPRETATION:

- a) "One Assist" means Global Choices One Assist (Pty) Ltd, a company duly incorporated in accordance with the Companies Act 61 of 1973, as amended;
- b) "One Assist website" means the Global Choices One Assist website located at www.oneassist.co.za and includes any part or element thereof;
- c) "User" means any person who enters or uses the One Assist website, notwithstanding the fact that such a person only visited the home page of the One Assist 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, 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.

2. ALLOWED USE AND LICENSE:

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

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

2.2.1 Users may only access and use the One Assist website for personal purposes

2.2.2 The caching of the One Assist website shall only be allowed if:

- The purpose of the caching is to make the onward transmission of the content from the One Assist website more efficient;
- The cached content is not modified in any manner whatsoever;
- The cached content is updated at least every 12 (twelve) hours; and
- The cached content is removed or updated when so required by One Assist.

2.2.3 If any User uses content from the One Assist website in breach of the provision detailed herein:

- One Assist reserves the right to claim damages from the User;
- One Assist reserves the right to institute criminal proceedings against the User; and
- One Assist 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.

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

the One Assist website, if such content was accessed through a hyperlink not directed at the home page of the One Assist website;

2.4 No person may frame the One Assist website, in any manner whatsoever, without the prior written consent of One Assist;

2.5 Apart from bona-fide search engine operators and use of the search facility provided on the One Assist 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 One Assist website for any purposes, without the prior written consent of One Assist;

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

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the One Assist 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 One Assist 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 One Assist 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 One Assist website and/or download content from this website.

5. CHANGES AND AMENDMENTS

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

- a) change these terms and conditions;
- b) change the content and/or services available from the One Assist website;
- c) discontinue any aspect of the One Assist website or service(s) available from the One Assist website; and/or
- d) change the software and hardware required to access and use the One Assist website.

6. PRIVACY

6.1 One Assist 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);

6.2 One Assist owns and retains all rights to non-personal statistical information collected and compiled by One Assist

7. HYPER LINKS TO THIRD PARTY SITES

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

7.2 One Assist 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.

8. SECURITY

- 8.1 One Assist shall take all reasonable steps to secure the content of the One Assist website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, One Assist does not make any warranties or representations that content shall be 100% safe and secure;
- 8.2 One Assist is under no legal duty to encrypt any content or communications from and to the One Assist website and is also under no legal duty to provide digital authentication of any page on the One Assist website;
- 8.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the One Assist website or the server and computer network that support the One Assist website;
- 8.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the One Assist website, whether on purpose or negligently, shall, without any limitation, indemnify and hold One Assist harmless against any and all liability, damages and losses One Assist and its partners / affiliates may suffer as a result of such damaging code;
- 8.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the One Assist website and One Assist reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 8.6 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 One Assist.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, One Assist (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:
 - 9.1.1 Access to the One Assist website;
 - 9.1.2 Access to websites linked to the One Assist website;
 - 9.1.3 Inability to access websites linked to the One Assist website;
 - 9.1.4 Content available on the One Assist website;
 - 9.1.5 Services available from the One Assist website;
 - 9.1.6 Downloads and use of content from the One Assist website; or
 - 9.1.7 Any other reason not directly related to One Assist's gross negligence.
- 9.2 The One Assist 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 One Assist, that the content available from and through the One Assist website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 9.3 One Assist does not make any warranties or representations that content and services available from the One Assist website will in all cases be true, correct or free from any errors. One Assist shall take all reasonable steps to ensure the quality and accuracy of content available from the One Assist website and encourage Users to report incorrect and untrue information subject to the right of One Assist to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and

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

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the One Assist website to One Assist and One Assist 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.

11. ENTIRE AGREEMENT AND SEVERABILITY

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

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

11.3 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.

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

User and One Assist agree that:

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

13. LEGAL COSTS

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