

## **TERMS AND CONDITIONS OF USE OF WEBSITE**

These terms and conditions (“Terms”) govern use of the website of Decision Tree (RF) (Pty) Limited (“Decision Tree”) located at [www.decisiontree.co.za](http://www.decisiontree.co.za) (the “Website”) by user/s (each a “User”). By accessing and using the Website, the User agrees to be bound by the Terms set out in this legal notice. If the User does not agree to be bound by these Terms, the User may not access, view, display, use, download, and/or otherwise copy, content obtained from the Website.

Decision Tree reserves the right to periodically change, modify, add to or remove from portions or the whole of these Terms without notice, and the User is responsible for checking these Terms periodically for revisions. All amended Terms become effective upon posting on the Website, and any use of the Website after such revisions have been posted signifies User’s consent to the changes.

### **1. INTELLECTUAL PROPERTY AND USE OF WEBSITE**

- 1.1. The Website displays content (“Content”) which is comprised of:
  - 1.1.1. copyrighted works, including literary works, artistic works, sound recordings and cinematographic films, in which copyright subsists (“Copyright”), and which Copyright is owned by Decision Tree and/or other third parties (collectively, the “Content Providers”); and
  - 1.1.2. trade marks, trade names, service marks, logos, devices, style names, trading names, slogans and/or jingles (the “Trade Marks”), which are proprietary to Decision Tree and/or other Content Providers.
- 1.2. The Copyright and Trade Marks are protected by South African and/or International copyright and trade mark laws.
- 1.3. All software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas, associated with or described on this website may be the subject of other rights, including other intellectual property rights, which are the property of the Content Providers.

- 1.4. All rights in and to the Copyright, the Trade Marks and other intellectual property associated with or embodied in, the Content is reserved and retained by Decision Tree and/or the Content Providers, as the case may be.
- 1.5. The User is entitled to access the Website and to view and use the Content only for non-commercial informational or reference purposes. Users who wish to use Content from the Website for commercial purposes or for any purpose other than the purpose expressly set out above, may only do so with the prior written permission of Decision Tree.
- 1.6. All Content downloaded or otherwise copied from the Website may only be presented, regardless of format, in conjunction with the appropriate copyright and/or trade mark notices, as provided on the Website.
- 1.7. In reproducing or referencing the Trade Marks as authorised herein, the User shall cause these to be reproduced exactly and accurately as these appear on the Website. The User shall not use or reproduce the Content in a manner which would in any way damage, injure or impair the reputation of Decision Tree or the Trade Marks.

## **2. RIGHTS RESERVED**

- 2.1. All rights of any kind in respect of this Website and the Content which are not expressly granted in these Terms are entirely and exclusively reserved to and by, Decision Tree and/or the Content Providers, as the case may be.
- 2.2. Decision Tree reserves the right to revoke all rights in these Terms without notice, at any time, and for any or no reason.
- 2.3. Decision Tree reserves the right to stop the User from accessing and using the Website and referencing, reproducing, downloading or distributing the Content, upon breach of any Terms set out herein, and to make any claims or institute legal action or take any steps that Decision Tree deems appropriate to address such breach.

### **3. AVAILABILITY OF WEBSITE**

- 3.1. Decision Tree makes no warranty that access to and use of the Website and the Content will meet the User's requirements and cannot guarantee that the Content will be free of any errors and mistakes or inaccuracies, or that there will not be any interruption in service whilst the User is using the Website.
- 3.2. If the User detects any errors and mistakes or inaccuracies, or experiences an interruption in service whilst using the Website, the User will report these to Decision Tree.
- 3.3. The User's access to the Website may from time to time be restricted to allow for repairs, maintenance and the introduction of new functionality. In such event, Decision Tree will attempt to restore service as soon as reasonably possible.

### **4. PRIVACY**

A User may visit the Website without providing any personal information. However, a User may elect to submit information to Decision Tree, ("User Information"). Where a User submits User Information using the Website interface, that User Information will be subject to the privacy policy of Decision Tree (which is also free available on the Website). Please note that the Website may contain links to other websites which are not being governed by the privacy provisions contained in these Terms.

### **5. NO WARRANTY AND DISCLAIMERS**

- 5.1. This Website and the Content are provided "AS IS" without warranty of any kind, either expressed or implied. The Content is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).
- 5.2. It is the sole responsibility of the User to satisfy itself prior to accessing the Website that the Website will meet the User's individual requirements and be compatible with the User's hardware and/or software. Information,

ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of Decision Tree or any legal entity in respect of which information, ideas and opinions are expressed on this Website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

- 5.3. Decision Tree makes no warranties, nor shall Decision Tree be liable, for any claims related to or arising from the User's use of the Content. Accordingly, Decision Tree expressly excludes any warranties pertaining to:
- 5.3.1. the completeness, veracity, accuracy, availability or currency of the Website or the Content or the reliability of information displayed at or otherwise made available through the Website, nor does Decision Tree commit to ensuring that the Website remains available or that the Content is kept up-to-date.
  - 5.3.2. malicious code - Decision Tree does not make any representations or warranties that the Website does not contain a malicious code. The User acknowledges and accepts the responsibility to operate its own anti-virus protection.
  - 5.3.3. secure communications – the Website is accessible via the Internet, and communications transmitted via the Internet are susceptible to monitoring and interception. The User is urged to exercise restraint and caution in all communications, and to apply industry-standard protection measures to their communication systems.
- 5.4. Decision Tree does not grant to the User any warranties or make any representations relating to the Website, Content or the User's use of the Website or Content, and to the fullest extent permitted by applicable law, Decision Tree excludes all warranties and representations.

## **6. LIABILITY AND INDEMNITY**

- 6.1. The use of the Content is at the User's own risk and the User assumes full responsibility and risk of loss resulting from the Use of the Content. Neither Decision Tree nor any other Content Provider, nor their employees, officers, directors, agents or other representatives, will be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of the Content or the Website. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.
- 6.2. Without limiting the generality of the exclusion of liability above, Decision Tree will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under these Terms or in connection with the Website or the Content, whether direct or indirect; nor will Decision Tree be liable for any loss or damage arising out of any event that is beyond its reasonable control.
- 6.3. The User hereby indemnifies and holds Decision Tree harmless from and against any claims, costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of the Website or the Content; or the User's use of the Website or any Content; or the User's violation of these Terms.

## **7. SECURITY**

- 7.1. It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorised access to any page on this Website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this Website. If a person delivers or attempts to deliver any unauthorised, damaging or malicious code to this Website or attempts to gain unauthorised access to any page on this Website, a criminal charge will be laid against that person, and, if Decision Tree or any other entity should suffer any damage or loss, civil damages may be claimed.

- 7.2. It is expressly prohibited for any person, business, entity or website to frame any page on this Website, including the home page, in any way whatsoever, without prior written approval from Decision Tree.
- 7.3. This Website may contain links to third party websites for the User's convenience. Decision Tree has no control over such websites, and the inclusion of a link to a third party website does not imply a warranty, representation or endorsement by Decision Tree or the providers of that third party website or its content, or any products or services offered through that website. If the User is directed through to a third party website, the User will leave the Website, and visit those other websites at the User's own risk.

## **8. BREACH OF THESE TERMS**

- 8.1. Without prejudice to our other rights under these Terms, if the User breaches any of these Terms in any way, or if Decision Tree suspects on reasonable grounds, that the User has breached any of these Terms in any way, it may:
- 8.1.1. send the User one or more formal warnings;
  - 8.1.2. suspend the User's access to the Website;
  - 8.1.3. delete the User's information from its records;
  - 8.1.4. permanently prohibit the User from using the Website;
  - 8.1.5. block computers using the User's IP address from accessing the Website;
  - 8.1.6. contact the User's internet service provider and request that they block the User's access to the Website; and/or
  - 8.1.7. bring court proceeding against the User for breach of contract or otherwise.

- 8.2. Where Decision Tree suspends or prohibits or blocks the User's access to the Website or a part of the Website, the User shall not take any action to circumvent such suspension or prohibition or block (including without limitation submitting or using different information).

## **9. MISCELLANEOUS**

- 9.1. If any term or condition of these Terms is determined to be invalid or unenforceable by a Court of competent jurisdiction, then that provision shall be enforced to the maximum extent possible so as to give effect to the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.
- 9.2. No relaxation by Decision Tree of any of the Terms will be binding for any purpose unless expressed in writing and signed by Decision Tree. Any such relaxation will be effective only in the specific instance and for the purpose given.
- 9.3. No indulgence granted by Decision Tree shall constitute a waiver or abandonment of any of its rights in terms of these Terms. Decision Tree shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against User which may have arisen in the past or which may arise in the future.
- 9.4. These Terms are subject to and will be governed by the laws of the Republic of South Africa. Any dispute regarding access to or use of this Website, the Content, and these Terms, shall be referred for expedited arbitration in terms of the rules of the Arbitration Foundation of South Africa, to be heard in Johannesburg, in English.
- 9.5. REQUIRED INFORMATION IN TERMS OF ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT NO. 25 OF 2002 (ECT ACT)

The following information is required to be published by the Website owner in terms of Section 43 (1) of the ECT Act:

- 9.6. Full name of Website owner: Decision Tree (RF) (Pty) Limited;
- 9.7. Registration number: 2019/160342/07;
- 9.8. Country of Registration: South Africa;
- 9.9. Decision Tree's physical address and domicilia citandi et executandi:  
Atrium on 5<sup>th</sup>, 9<sup>th</sup> Floor, 5<sup>th</sup> Street, Sandton, 2196;
- 9.10. URL address: [www.decisiontree.co.za](http://www.decisiontree.co.za),
- 9.11. Membership and contact details of any self-regulating or accreditation  
body that Decision Tree belongs to: None;
- 9.12. Any codes of conduct that Decision Tree subscribes to: None;
- 9.13. These Terms were most recently updated on: **6 August 2022**