



## Website Terms and Conditions

The Terms and Conditions ("Terms") govern the use of the Cube ICT Solutions (Pty) Ltd website ("Website"). By checking the "I accept the Terms and Conditions" option or by continued use of the Cube ICT Solutions (Pty) Ltd, the User agrees to be bound by the Terms as set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute any content obtained from the website.

## Definitions

In these Terms, unless otherwise required or indicated by the context:

- **"Cube"** shall mean Cube ICT Solutions (Pty) Ltd, a South African based private company with limited liability, duly registered as such, with registration number 2012/189245/07 and with its registered address at Unit 16, Ground Floor Oxford Office Park, 3 Bauhinia Street, Centurion, 0157.
- **"Personal Information"** means any information that may be used to identify a specific person (whether it is a natural or juristic person);
- **"System Data"** shall mean usage, transactional and device-related data that is collected automatically by Cube;
- **"User"** shall mean any person who accesses or uses the website;
- **"User Data"** shall mean any data or content entered or captured by a User by means of the website, including data needed by the website to allow the User to view any content or subscribe to any service;
- **"website"** shall mean the 'Cube' website for Cube services within South Africa that is located at the domain name <https://cubeict.co.za/> including derivative web-applications for use by the User's direct reports managers, colleagues and others granted access to same, by the User;

## Cube Website

Cube offers extensive services and would be able to assist with all IT infrastructure needs on an Ad-Hoc and Service Level Agreement in the Information Technology sector. These Terms regulate the use of the Cube's website, which is developed, owned, and copy righted by Cube. Cube's web-based platforms may include advertisement by other businesses – the presence of any particular business' brand or advertisement displayed by Cube does not mean that there is any affiliation of association between it and such other businesses.

## Amendments to the Terms

Cube may change, modify, add to, or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted on the Cube website. Cube will notify the User of the changes by posting a prominent notice on the Cube website. The User's continued use of the Cube website following the posting of changes or updates will be considered notice of the User's acceptance of the updated clauses in the Terms, including any changes or updates.



## Indemnity and Limitation of Liability

Subject to the Privacy Policy, contained on the website, the Cube website, and all content on the Cube website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and Cube, its suppliers, employees, directors, partners, affiliates, and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. Cube makes no warranty or representation as to the availability, accuracy or completeness of the content, or any third-party content accessible via an internet link.

None of the content, including any information or articles published pertaining to specific aspects of the business of Cube, must be construed as advice in respect of such aspect. Cube, its suppliers, employees, directors, partners, affiliates, nor any of the aforementioned parties’ agents can be held liable for any damages, of whatsoever nature, due to such action by any User.

Neither Cube nor any holding company, affiliate, agent, subsidiary of Cube or owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the content or the Cube website or any functionality, or of any linked website to the extent permissible by law.

The User indemnifies Cube against any loss or damages (direct, indirect, and consequential) that Cube may suffer because:

- **The User gave us wrong instructions or wrong information; or**
- **An unauthorised third party carried out an instruction or made a payment without the User’s permission, on their behalf.**

The User acknowledges and agrees that the Terms are entered into between the User and Cube and does not govern the relationship between the User and any third party.

## Complaints and Disputes

Users can file complaints by means of the “contact us” tab on the Cube website. Currently, Cube does not subscribe to any alternative dispute resolution code or mechanism and a User may call upon private Arbitration proceedings (not through AFSA) should a Dispute not be resolved through the internal channels available.

## Disclaimers

The User’s use of the Cube website is dependent on factors beyond Cube’s control, such as the User’s network coverage or network availability as well as or their device’s proficiency and/or capacity.

Cube is not liable of any loss or damages the User may suffer if a factor beyond Cube’s control arises and you cannot access the Cube website.



Cube nor any holding company, affiliate, agent, or subsidiary thereof are responsible for any loss or damages related to User's use of the Cube website or any Intellectual Property flowing from their use. This includes, without limitation, any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission.

Cube is not responsible for any loss or damage where:

- **An unauthorised third party discovers and or utilises the User 's access codes;**
- **Any technical interruption, malfunction, downtime, or other failure that affects the Cube website, a third-party system, or any part of any database for any reason;**
- **Any Personal Information or other data is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any program or virus, the User's own negligence; or any other reason flowing from the use of the Cube website;**
- **Any failure or problem that affects services provided by any other party for example any ISP, electricity supplier, local or other authority; or**
- **Any event that Cube has no control over.**

## **COPYRIGHT AND INTELLECTUAL PROPERTY**

*"Intellectual Property"* shall mean with limitation, all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with the foregoing; copyright and copyrightable works, including, but not limited to, all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the above items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same.

Content displayed on the website is provided by Cube its affiliates or subsidiary, or any other third-party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third-party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.

Cube may make any changes to the website, the Content, or to products or services offered through the website at any time and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in the Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Certain content available on the Cube website may include content that belongs to third parties. Cube may provide links to third-party websites, as a convenience to the User.



User agrees that Cube is not liable for any of the following:

- **The content or the accuracy of any such content belonging to third parties, including, but not limited to any merchants, featured on the Cube website;**
- **Any content featured on the third-party websites that are accessed through the links found on the Cube website.**

The User acknowledges that:

- **They will not make any representations that they have any rights of any nature in any present and/or future Intellectual Property belonging to Cube and/or any third parties featured on the Cube website;**
- **They will not use Cube and/or any third-party Intellectual Property that is featured on the present Cube website present and/or future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any other country;**
- **They will not do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair Cube goodwill; and**

They will not use, register, or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (email) addresses, server names, or search-engine markers or anything that is identical to, contained in whole or in part, or is otherwise similar to Cube present and/or future Intellectual Property in any country.

The User indemnifies Cube against all actions, claims, costs, demands, expenses, and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against Cube relating to the User's unauthorised use of the Cube website, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.

Any breach of the terms under this clause entitles Cube, in addition to their normal common law remedies, to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to Cube.

## **Availability of the Service**

Standard data costs will be charged when a User utilises the Cube website. These costs are charged by the User's mobile network operator or internet service provider, and Cube will in no way be held liable for any claim arising from these data costs including any claims of heightened data usage. Any questions related to a user's data costs must be referred to their individual mobile network operator or internet service provider.

The Cube website service may be interrupted for the one-off following reasons, including but not limited to maintenance, repairs, upgrades, or network or equipment failures. Cube may discontinue some or all of our services, including certain features and the support for certain devices and platforms, at any time.

Events beyond the control of Cube may affect the services offered. Such events may include events of *force majeure*.



## **Breach**

Cube may suspend or disconnect the User from using the Cube website if they are in breach of a clause as contained in these Terms and do not remedy the breach within 5 (five) days after Cube has requested them to do so. Cube may still take other steps available to them, including applying to a court for an urgent interdict against the User.

## **User Feedback**

Feedback provided by the User to Cube about any aspect or feature of the Cube website may be used by Cube without any obligation to the User.

## **Jurisdiction**

The Cube website is controlled, operated, and administered by Cube from its offices within the Republic of South Africa.

Any agreement or dispute will be governed by the laws of the Republic of South Africa.

If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the Terms, and the remainder of the Terms will continue in full force.

## **General**

These Terms contain all the provisions agreed on by the Parties with regard to the use of the content and the Cube website and the Parties waive the right to rely on any alleged provision not expressly contained in these Terms. No contract varying, adding to, deleting from, or cancelling these Terms, and no waiver of any right under these Terms, by the User shall be effective unless reduced to writing and signed by or on behalf of the Parties.

The invalidity, illegality, or unenforceability of any of the clauses in these Terms will not affect the validity, legality, and enforceability of the remaining clauses.

Cube may terminate Cube website any time, without notice.

## **Notices**

Cube will send any legal documents or notices to you to the email address registered on the User's profile or through the Cube website message system. Cube will regard a communication sent by email as having been received by the User one day after it was sent. Any legal document of notice to be served in legal proceedings must be written on paper.





## **Distribution and Communication by Email**

Any email communication received from Cube is privileged and confidential and for the use of the intended User only. If a User receives an email in error, please notify Cube directly and delete the email and any attachments. Unauthorised use, disclosure or copying of the contents of an email received in error, or any similar action, is prohibited. WARNING: From time to time, Cube spam scanners may eliminate legitimate email from a User. There is a duty on the User to ensure Cube acknowledges receipt of the User's instruction.