

PLEASE READ THESE TERMS OF WEBSITE USE CAREFULLY BEFORE USING THIS SITE
GATVOL TERMS OF WEBSITE USE

Last updated on [•]. The GATVOL Terms apply to Your use of Our Site. Use of Our Site includes, amongst others, accessing or browsing Our Site and/or registering to use and using the Services.

The GATVOL Terms tell You the rules for using Our website www.GATVOL.co.za (**Our Site**).

1. DEFINITIONS

- 1.1 **Acceptable Use Policy** means that acceptable use policy governing the manner in which Our Site and the Services may be used by You, found at WWW.GATVOL.CO.ZA as referred to in clause 4.2;
- 1.2 **Applicable Law** means the law of the Republic of South Africa;
- 1.3 **Business Day** means any day other than a Saturday, Sunday or statutory holiday in the Republic of South Africa;
- 1.4 **Content** means any textual, visual or aural content, including photographs, videos, recommendations, information, materials, advice, opinions and/or statements, that is encountered and/or used as part of any User's experience, or added by any User or Us, to or through Our Site or Services, including but not limited to the proof of any User's personal information and Reports;
- 1.5 **Contribution** means any and all Content which You contribute to Our Site, as a User or Registered User, or as a Registered User through Your account;
- 1.6 **Cookies** has the meaning given to it in the Cookie Policy;
- 1.7 **Cookie Policy** means the cookie policy governing the use of Cookies on Our Site, found at WWW.GATVOL.CO.ZA , as referred to in clause 4.3.
- 1.8 **Disclaimer** means the disclaimer governing Our and Your liability in respect of Your use of Our Site and/or the Services, found at WWW.GATVOL.CO.ZA ,as referred to in clause 4.4;
- 1.9 **ECTA** means the Electronic Communications and Transactions Act 25 of 2002, as amended;
- 1.10 **Our Site** means www.GATVOL.co.za;
- 1.11 **Privacy Policy** means the privacy policy governing the use and processing of personal information on Our Site, found at WWW.GATVOL.CO.ZA, as referred to in clause 4.1;
- 1.12 **Registered User** means any User of Our Site who registers as a user of the Services by selecting a username and password and following the registration process on Our Site;
- 1.13 **Reports** has the meaning ascribed thereto in clause **Error! Reference source not found.**;
- 1.14 **Services** means the personal accounts, publication of User Content, access to Content, aggregation of Content by Us, and related services made available on or through Our Site to Registered Users, as

referred to in 2.2, including but not limited to, interactive services through which any Registered User may upload and publish Content;

- 1.15 **System Crash** means a permanent collapse of Our Site as a whole, including the Services, caused by events and/or conduct of third parties beyond Our reasonable control;
- 1.16 **Subscription** means any subscription for additional services offered by Us to Registered Users, whether free or otherwise;
- 1.17 **Terms of Website Use** means these terms of website use setting out the terms on which You may make use of Our Site;
- 1.18 **Third Party Content** means any Content made available by a party that is not Us or any Registered User, which is made in connection with Our Site;
- 1.19 **User** means any user of Our Site, whether as a browsing guest or Registered User, including You;
- 1.20 **User Content** means any Content that Registered Users submit or transmit to, through, or in connection with Our Site, but excludes any advertising on the Site;
- 1.21 **We, Our, Us** or any similar pronoun means WildCam Proprietary Limited, a private company registered in accordance with the laws of the Republic of South Africa under registration number 2006/021073/07;
- 1.22 **You** or any similar pronoun means any User or Registered User of Our Site, as appropriate;
- 1.23 **GATVOL Content** means Content created by Us that We make available on Our Site;
- 1.24 **GATVOL Terms** means, collectively, the Terms of Use, the Acceptable Use Policy, the Privacy Policy, the Disclaimer, and the Cookies Policy; and
- 1.25 **GATVOL Update** means the GATVOL Content created by Us, that may make use of or incorporate any User Content, and made available by Us to Users.

2. **PURPOSE**

- 2.1 Our Site provides the Services to Users and Registered Users for the purpose of facilitating the sharing of Content.
- 2.2 An individual (in their own capacity or on behalf of a juristic entity) or a juristic entity may register on Our Site to enable them to publish Content as and make use of the Services as a Registered User. Registered Users are the only persons that are entitled to publish any Content on Our Site.
- 2.3 The User acknowledges and agrees that any Content and/or Services published or made available on or through Our Site, will not include, and shall not be deemed to constitute medical, career, legal, accounting, financial, consulting, investment or other advice or recommendation by Us, or advice with respect to the compliance by the User with any legislative, regulatory or contractual duties and obligations to which the User may be bound; and that for advice with respect to such matters the User shall rely solely on its own medical practitioners, legal advisors, accountants, auditors and other advisors.

2.4 Our Site and the Services are primarily, but not exclusively, intended for use by Users from and within South Africa. While Our Site and the Services are available for use by Users from and within countries other than South Africa, We cannot guarantee that Our Site or Services comply with the applicable law of, or is appropriate for use in, other jurisdictions. You acknowledge and accept that unless expressly stated otherwise, Your use of Our Site and Services shall be subject to and in accordance with the law of the Republic of South Africa.

3. TERMS OF WEBSITE USE

3.1 The GATVOL Terms set out the terms on which You may make use of Our Site. Use of Our Site includes, amongst others, accessing or browsing Our Site and/or registering to use and using the Services.

3.2 Please read the GATVOL Terms carefully before You start to use Our Site, as these will apply to Your use of Our Site. We recommend that You print a copy of the GATVOL Terms for future reference.

3.3 By using Our Site, You confirm that You accept the GATVOL Terms and that You agree to comply with them.

3.4 If You do not agree to the GATVOL Terms, You may not use Our Site.

4. OTHER APPLICABLE TERMS

These Terms of Website Use refer to the following additional terms, which also apply to Your use of Our Site:

4.1 Our Privacy Policy WWW.GATVOL.CO.ZA, which sets out the terms on which We process any data We collect from You, or that You provide to Us. By using Our Site, You consent to such processing and You warrant that all data provided by You is accurate;

4.2 Our Acceptable Use Policy WWW.GATVOL.CO.ZA, which sets out the permitted uses and prohibited uses of Our Site. When using Our Site, You must comply with this Acceptable Use Policy; and

4.3 Our Cookie Policy [*insert as link to Cookie Policy*], which sets out the terms on which We will use Cookies collected from Your use of Our Site. You consent to such Cookie processing and use by Us.

4.4 Our Disclaimer WWW.GATVOL.CO.ZA

The abovementioned Privacy Policy, Acceptable Use Policy, Cookie Policy and Disclaimer are deemed to have been incorporated into these Terms of Website Use and, by Your use of Our Site, are accordingly deemed to have been accepted by You in conjunction with these Terms of Website Use.

5. INFORMATION ABOUT US

www.GATVOL.co.za is a website operated by Us. We are registered in the Republic of South Africa under the name WildCam Proprietary Limited, with the company number 2006/021073/07 and have Our registered office at 36 Dickie Clark Street, Dan Pienaar, Bloemfontein, 9301. We are a private company, regulated by the Companies Act, 2008.

6. CHANGES TO THESE TERMS OF WEBSITE USE

- 6.1 We may revise these Terms of Website Use at any time by amending this page.
- 6.2 Please check this page from time to time to take notice of any changes We may have made, as they are binding on You from the date of posting.
- 6.3 The GATVOL Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, including but not limited to any and all prior versions of to the GATVOL Terms that may have been published on Our Site.

7. CHANGES TO OUR SITE

- 7.1 We may update and modify Our Site and Services from time to time, and may change the Content on Our Site, including that we may remove any User Content from Our Site, at any time. However, please note that any of the Content on Our Site or Services may be out of date at any given time and at Our sole discretion, and We are under no obligation to update it.
- 7.2 We do not guarantee that Our Site, Services or any Content will be free from errors or omissions.

8. ACCESSING OUR SITE AND/OR THE SERVICES

- 8.1 The Services are made available to Registered Users. Only Registered Users are entitled to publish Content on Our Site. You will be able to register, be granted access to the Services, and be able to publish Content by filling out the registration form on Our Site, and verifying the email address provided by You.
- 8.2 We do not guarantee that Our Site including any Content on it or the Services, will always be available or be uninterrupted. Access to Our Site and the Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Site, Services and Content without notice. We will not be liable to You if for any reason Our Site or services or any content are unavailable at any time or for any period.
- 8.3 You are responsible for making all arrangements necessary for You to have access to Our Site, the Services and Content.
- 8.4 You are also responsible for ensuring that all persons who access Our Site and the Services through Your internet connection are aware of these Terms of Website Use and other applicable terms and conditions, and that they comply with them.

9. YOUR ACCOUNT AND PASSWORD

- 9.1 In order to register as a Registered User, You will need to choose a username and password. You are entitled to change Your password at any time following registration through management of Your account settings in accordance with the procedure set out therein.
- 9.2 You must treat Your username, password, any other piece of information provided or required by Us as part of Our security procedures, and any Content that is only accessible via your account (whether

uploaded by You or any other Registered User) as confidential. You must not disclose such information to any third party or allow any third party access to Your account. We shall not be liable in any jurisdiction for breach by you of this 9.2 and, in particular, for any unauthorised access to Your account and actions taken by such unauthorised user on Your account.

- 9.3 Our Site is not intended for use by anyone under 18 years of age without the express consent of any such person's legal guardian. As a condition of Your access and/or use of Our Site, You warrant that You are 18 years old or older and have legal authority to agree to these Terms of Website Use, or that You are not 18 years old or older and have obtained the express consent of Your guardian to register as a Registered User and to make use of the Services. If You are not 18 years of age or older, You are not authorized to access and/or use any Content or Services on Our Site without Your guardian's express consent. In addition, You warrant that You are the person or the authorised representative of the entity You represent Yourself to be on Your account and that You do not misrepresent the capacity in which You use Our Site.
- 9.4 While We will use Our best endeavours to ensure that any Content published by You is not damaged or lost, We will not be liable in any jurisdiction for any loss of or damage to content, Your data or information, or content, data or information published by another User whatsoever. We will endeavour to conduct regular system back-ups, which We may use to restore any lost or damaged data or information at Our reasonable cost and within a reasonable time following such loss or damage. You are required to ensure that You keep an up-to-date copy of all Content published or created by You or to which You have access. In the event that data and information is restored using the system back-ups, We will notify You thereof and You will be required to review Your account to check that all lost or damaged data and information has been restored.
- 9.5 In the event of a System Crash where Your information and/or account cannot be restored and where We are permanently unable to restore to You use of the Services due to whatsoever cause, We will not be liable to You in any way.
- 9.6 If You are required by law to maintain copies of any documents or information in any jurisdiction, it is Your responsibility to ensure that You comply with such law and We will not be liable for Your failure to do so.
- 9.7 We have the right to suspend and/or permanently disable any username or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of the GATVOL Terms.
- 9.8 If You know or suspect that anyone other than You knows Your username or password, You must promptly notify Us at info@GATVOL.co.za and change Your password.

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 We are the owner or the licensee of all intellectual property rights in Our Site, the Services and Content published by Us, other than User Content. This includes any GATVOL Content that has been created by Us using User Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 10.2 You may be granted the ability to share, edit, modify, download, or print certain Content. To the extent that You are not granted such ability, You are not entitled to share, edit, modify, download, print, or use in any other way any applicable Content. Where You are granted this ability, You may print off one copy of and may download extracts of Content for Your personal use.
- 10.3 You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use, share, edit, or any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text, or without acknowledging the source of such Content.
- 10.4 The status of the contributors of Content as the authors of Content must always be acknowledged.
- 10.5 You must not use any part of the Content for commercial purposes without obtaining a licence to do so from Us or Our licensors.
- 10.6 [If You share, modify, edit, copy, download, print off, or use in any other way, any part of Our Site, the Services or Content in breach of the GATVOL Terms, Your right to use Our Site will cease immediately and You must return or, if so instructed, destroy any copies of the materials, Our Site, the Services or Content that You have made.]
- 10.7 If You publish Content as a Registered User, then You are entitled to restrict the ability of other Registered Users to access such Content. It is Your responsibility to ensure that any restrictions You would like to impose upon the downloading and printing of Your information is up-to-date and in accordance with Your preferences.

11. **NO RELIANCE ON INFORMATION**

- 11.1 The Content present on Our Site or Services and information published by Users is provided for general information and information sharing purposes only. It are not intended to amount to advice on which You should rely. You must obtain professional or specialist advice in respect of Your particular circumstances before taking, or refraining from, any action on the basis of the Content on Our Site or the Services. Our Site and the Services available on or through Our Site may contain Content provided by persons or entities other than Us, and which Content We may incorporate into the Services or other Content in whole or in part, or otherwise make available on or through Our Site or Services. You acknowledge that We have no control over, and accordingly take no responsibility and accept no liability for, any inaccuracy, incompleteness, insufficiency, unavailability or unreliability of any such content received by Us from such entities or content which We may provide incorporating such third party content in whole or in part. We do not represent or endorse the accuracy or reliability of any such content provided by such other persons or entities or provided by Us which incorporates such third party content in whole or in part. We do not make any warranties, express or implied, including without limitation, warranties as to merchantability, title, non-infringement, compatibility, security, accuracy, completeness, sufficiency, availability, adequacy, quality, reliability or fitness for any particular purpose of the content available or created through, published or incorporated in the services, or the services made available, on or through Our Site, and all such warranties are expressly excluded to the fullest extent permitted by law. You acknowledge that any reliance upon any such content or services shall be at Your sole risk.

11.2 We make no representations, warranties or guarantees, whether express or implied, that the content on Our Site is accurate, complete or up-to-date.

12. **LIMITATION OF OUR LIABILITY**

12.1 Nothing in these terms of website use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by South African law.

12.2 To the extent permitted by law, We expressly exclude all conditions, warranties, representations or other terms which may apply to Our Site (including the Content and Services), whether express or implied.

12.3 We will not be liable to You for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

12.3.1 use of, or inability to use, Our Site; or

12.3.2 use of or reliance on any content displayed on Our Site or the services;

12.3.3 the corruption of content or data;

12.3.4 loss of profits, sales, business, or revenue;

12.3.5 business interruption;

12.3.6 loss of anticipated savings;

12.3.7 loss of business opportunity, goodwill or reputation; or

12.3.8 any indirect or consequential loss or damage.

12.4 If You are an individual, please note that We only provide Our Site and the Services for domestic and private use. You agree not to use Our Site and the Services for any commercial or business purposes, and We have no liability to in any jurisdiction You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Site or to Your downloading of any content on or through it or on any website linked to it.

12.6 In any event and subject to clause 12.1 Our liability to You shall in no circumstances exceed the membership fee received by Us from You in respect of the period during which any claim arises.

13. **PUBLISHING CONTENT ON OR THROUGH OUR SITE AND THE SERVICES AND ACCESSING OTHER REGISTERED USERS' CONTENT**

13.1 For the avoidance of doubt, and notwithstanding any Content being published on Our Site, We do not endorse any products, services, opinions or any other Content featured or expressed on Our Site,

apart from any Content that is exclusively GATVOL Content and does not make use of any User Content.

- 13.2 If You are a User, You may only access or engage with Content or make use of the Services (if you are a Registered User) to the extent that You do so in a way that is in accordance with the Acceptable Use Policy, is fair and legal and does not damage Our reputation or take advantage of it.
- 13.3 You warrant that You are the owner or licensee of all intellectual property rights in all Content that You publish and that Your Content does not infringe any third party's rights under any jurisdiction and You indemnify Us and hold Us harmless against any and all breaches of third party intellectual property rights that are alleged or are claimed in respect of such content under the laws of whatsoever jurisdiction. Any Content published or created by You as a User will be considered non-confidential and non-proprietary, other than where the confidentiality of such Content is required by law.
- 13.4 You retain all of Your ownership rights in the Content published by You as a User, but You grant Us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free licence to use, store, modify, copy, adapt, publish, reproduce translate and distribute Your Content, including as part of GATVOL Updates from time to time, and make it available to third parties in accordance with the provisions of the Privacy Policy and in any existing or future media.
- 13.5 You specifically grant Us permission to use Your Content for the purpose of creating and distributing any GATVOL Update. Once Your Content has been used by Us for this purpose, We become the owners of any right, title and interest in and to the intellectual property in the GATVOL Update. You agree that You will not be entitled to any royalty in relation to any of Your Content that is incorporated into any GATVOL Update, or any rights in and to any GATVOL Content, except as expressly set out in the GATVOL Terms.
- 13.6 To the extent permitted by applicable law, You hereby unconditionally and irrevocably waive, in favour of Us and our successors in title and assigns, all moral rights in and to Your Content and any other works created by You that We incorporate into any GATVOL Content (**IP Works**), to which You may be entitled under applicable law. In this regard, You hereby unconditionally and irrevocably: (i) agree not to enforce any of Your moral rights in and to the IP Works; (ii) agree not to claim authorship or ownership of the IP Works; and (iii) consent to and agree not to object to any acts and omissions of Us in relation to the IP Works including any distortion, mutilation or other modification thereof.
- 13.7 You grant Our advertisers and other Registered Users a worldwide, perpetual, royalty-free limited licence to use, store, modify and copy that Content and to distribute and make it available to third parties in accordance with the provisions of the Terms of Website Use, Acceptable Use Policy and Privacy Policy.
- 13.8 The licenses You grant to us in these Terms of Website Use endure from when You provide Us with, or publish, the relevant Content in perpetuity, and for the avoidance of doubt endure beyond termination or expiry of these Terms of Website Use or the closing of your account for any reason, and cannot be terminated by You.
- 13.9 Whenever You make use of a feature that allows You to publish or create Content as a User, or to make contact with other Users, You must comply with the Content standards set out in Our

Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and You will be liable to Us and indemnify Us for any breach of that warranty. If You are an individual, this means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty, which shall include a breach of third party intellectual property rights under the laws of whatsoever jurisdiction.

- 13.10 We also have the right to disclose Your identity to any third party who reasonably claims that any Content published by You constitutes a violation of their intellectual property rights, or of their right to privacy under the law of any jurisdiction.
- 13.11 We will not be responsible, or liable, for the content, legality, accuracy, authenticity, reliability, sufficiency, truth, suitability, quality, validity, timeliness, completeness, adequacy, currency of any content posted or provided by You or any other User of Our Site or Services and You will be liable to Us and indemnify Us for against any third party claims in respect of any Content posted or provided by You.
- 13.12 We have the right to edit or remove any Content stored on Our or Our service provider's servers or hosted or published on Our Site or the Services, including if, in Our opinion, it does not comply with the content standards set out in Our Acceptable Use Policy.
- 13.13 The views expressed by Users on or through Our Site and the Services do not represent Our views or values.

14. **VIRUSES**

- 14.1 We do not guarantee that Our Site or the Services will be secure or free from bugs, viruses or any other harmful or potentially harmful destructive code.
- 14.2 You are responsible for configuring Your information technology, computer programmes and platform in order to access Our Site and the Services. You should use Your own virus protection software.
- 14.3 You must not misuse Our Site or the Services by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to Our Site or the Services, Our or Our service provider's servers, computers or database connected to Our Site or the Services (**Our system**). You must not attempt to gain unauthorised access to Our Site, the Services or Our system. You must not attack Our Site, the Services or Our system. Should You commit a breach of this provision We will report such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Site will cease immediately and, notwithstanding any other provisions of these Terms of Website Use, You will not be entitled to a refund of Your Membership Fee.

15. **LINKING TO OUR SITE**

- 15.1 You may link to Our home page, provided that You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.
- 15.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.

- 15.3 You must not establish a link to Our Site or in relation to the Services in any website that is not owned by You, or to a website which You are not duly authorised to represent.
- 15.4 Our Site must not be framed on any other website, nor may You create a link to any part of Our Site, other than the home page, without Our prior written consent.
- 15.5 We reserve the right to withdraw linking permission without notice.
- 15.6 The website in which You are linking must comply in all respects with the content standards set out in Our Acceptable Use Policy.
- 15.7 If You wish to make any use of content on Our Site other than that set out above, please contact info@GATVOL.co.za.

16. **APPLICABLE LAW**

These Terms of Website Use, its subject matter and its formation, are governed by laws of the Republic South Africa. You and We both consent and submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg.

17. **CONTACT US**

- 17.1 To contact Us, please email info@gatvol.co.za
- 17.2 These Terms of Website Use were last amended on 08 August 2018.