

CALL ON ME MARKETING

(Registration Number: 2015/362182/07)

(“CALL ON ME”)

WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

- 1.1. These are the Terms and Conditions of use relating to the Call on Me Website located at the following URL - <https://commza.co.za/> (“the Website”) provided by Call on Me. These terms and conditions (“Terms and Conditions”) govern your (“the User”) use of the Website, as well as any Services associated therewith. By accessing or using, and in particular indicating your acceptance of the terms by clicking on the “**I accept these terms**” button as provided for at various points of engagement on the Website, the Users bind themselves to the Terms and Conditions set out in this document. By logging on to this Website, the User accept these Terms and Conditions as well as acknowledge the terms of the Privacy Policy.
- 1.2. The content of, and available on the Website, is either proprietary to Call on Me or utilized in terms of a written license agreement entered into between Call on Me and the proprietor of such content. As such, the Users may not access, display, use, download, and/or otherwise copy or distribute any such content obtained on the Website for any purposes other than as provided for in these Terms and Conditions without the prior written consent of Call on Me, or the individuals to whom any relevant Personal Information relates.

2. DEFINITIONS

- 2.1. The headnotes to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify these Terms and Conditions nor any clause hereof.
- 2.2. Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
 - 2.2.1. **Active Processing**
Shall mean instances where Call on Me has directly been provided with the Personal Information/Personal Data of Data Subjects, such as when Users submit an enquiry in respect of the Services, or when Users provide Personal Information/Personal Data to Call on Me pursuant to making use of the Website.
 - 2.2.2. **Applicable Laws**
Means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.
 - 2.2.3. **Call on Me**
Shall mean Call on Me Marketing (Pty) Ltd, a private company duly registered in accordance with the laws of the Republic of South Africa (with registration number 2015/362182/07).
 - 2.2.4. **Cookies**
Means small text files that store Non-personally Identifiable Information about Data Subjects, either temporarily in connection with a Data Subject’s Internet Protocol (IP) address (known as a temporary or session cookie and deleted once a Data Subject closes their browser window) or more permanently on the hard drive of a

Data Subject's device (known as a permanent or persistent cookie). The Website may from time to time use Cookies in accordance with its Cookie Policy;

2.2.5. **Device**

Shall mean the device used by the User to access the Website, such as a desktop computer, laptop, smart phone, tablet or any similar device;

2.2.6. **Data Protection Legislation**

Means any data protection or data privacy laws applicable within any jurisdiction, including but not limited to POPIA and GDPR;

2.2.7. **Data Subject(s)**

Shall mean any person to whom any Personal Information relates, which shall include the User.

2.2.8. **GDPR**

Shall mean the General Data Protection Regulation, which is a European law that governs all collection and processing of personal data from individuals inside the European Union.

2.2.9. **Governing Law**

Shall mean the laws of the Republic of South Africa, including but not limited to POPIA and GDPR.

2.2.10. **Intellectual Property**

Shall mean all intellectual property subsisting in, pertaining to or used on, through or by means of the Website, including, without limitation, documents, designs, Trade Marks, service marks, data, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any documents, logos, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above.

2.2.11. **Personal Information**

As defined in Section 1 of POPIA and Article 4 of the GDPR, means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, which in the context of Call on Me, shall comprise of the types of Personal Data recorded in these terms and conditions below.

2.2.12. **POPIA**

Shall mean the Protection of Personal Information Act, No 4 of 2013

2.2.13. **GDPR**

Means the General Data Protection Regulation, which is a European law that governs all collection and processing of personal data from individuals inside the European Union.

2.2.14. **Non-personally Identifiable Information/Data**

Means any information/data which cannot be linked to Data Subjects, such as an internet domain name, the type of web browser used by a Data Subject, the type of operating system relied on by a Data Subject, the date and time of a Data Subject's visit to our Website, the specific pages a Data Subject may have visited, and the address of the website which a Data Subjects may have visited prior to entering or gaining access to Call on Me's Website.

2.2.15. **Passive Processing**

Means instances where Call on Me has not actively been provided with the Personal Information of Data Subjects, such as when Call on Me deploys inactive means to

collect information from Users and/or Data Subjects. These Passive Processing means allow Call on Me to Process certain kinds of Non-personally Identifiable Information which can perhaps not be linked to Data Subjects.

2.2.16. **Person**

Shall mean, where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, foundation, organisation, association or partnership, with or without a separate juristic personality.

2.2.17. **Personal Information**

Means information relating to any Person, including but not limited to: (i) information relating to the race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth of a Person; (ii) information relating to the education or the medical, financial, criminal or employment history of a Person; (iii) information relating to the financial affairs of a Person; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number, VAT registration number or other particular assignment to a Person; (vi) correspondence sent by a Person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (vii) the or opinions of another individual views about a Person; (viii) the name of a Person if it appears with other personal information relating to a Person or if the disclosure of the name itself would reveal information about a Person; and (ix) any other information which may be treated or defined as "personal information" in terms of any Applicable Laws, including any applicable Data Protection Legislation.

2.2.18. **Personal Data**

Means (as defined in the GDPR and POPIA) any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly.

2.2.19. **POPIA**

Shall mean the Protection of Personal Information Act, 4 of 2013, which is an Act applicable in the Republic of South Africa.

2.2.20. **Privacy Policy**

Means Call on Me's privacy policy that may be accessed on its Website, which is supplementary and complimentary to these Terms and Conditions, and which provisions are read into these Terms and Conditions as if specifically incorporated herein.

2.2.21. **Processing**

Shall mean any automated or manual activity of collecting, recording, organizing, storing, updating, distributing and removing or deleting Personal Information.

2.2.22. **Products and Services**

Shall mean the various professional services provided by Call on Me to its Member(s), the particulars of which services are clearly set forth on Call on Me's Website from time to time.

2.2.23. **Service**

Means the various services provided by Call on Me to its Client(s), or Member(s), the particulars of which services are clearly set forth on Call on Me's Website from time to time.

2.2.24. **Service Providers**

Shall mean any Person that has been contracted by Call on Me to render specific Products or Services to Call on Me and/or its members.

- 2.2.25. **Trade Marks**
Shall mean all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilized by Call on Me in facilitating the User's use of the Services, as well as on the Website.
- 2.2.26. **User(s)**
Shall mean any Person(s) nominated who use Call on Me's Website, and associated Services.
- 2.2.27. **Web-based Format**
Shall mean the format of the Website which can be accessed by the Users through their web browser by entering a particular website.
- 2.2.28. **Website**
Means the website owned and operated by Call on Me and sourced at <https://commza.co.za/>

2.3. Unless inconsistent with the context or save where the contrary is expressly indicated:

- 2.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;
- 2.3.2. any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time; and
- 2.3.3. any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other terms and conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented.

2.4. Unless inconsistent with the context, an expression which denotes:

- 2.4.1. any one gender includes the other genders; and
- 2.4.2. the singular includes the plural and *vice versa*.

2.5. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause.

2.6. The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. CONTRACTUAL CAPACITY TO ACT

The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions. Where the User acts

on behalf of another Person, the User warrants that he / she has the necessary authority and capacity to enter and bind such Person to these Terms and Conditions.

4. UPDATING OF THESE TERMS AND CONDITIONS

Call on Me reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to Call on Me's Website and/or this Website. It is the obligation of the User to periodically check these Terms and Conditions on the Website for changes or updates. The continued use of the Website by the User following the posting of changes or updates, will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

5. ELECTRONIC COMMUNICATIONS

- 5.1. By using Call on Me's Website, or communicating with Call on Me by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and it constitutes proper notice to the User.
- 5.2. The User also accepts that when visiting Call on Me's Website, or communicating with Call on Me electronically, Call on Me may communicate with the User, using various electronic channels. All records that a User sends to Call on Me may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records unless you can prove otherwise.

6. SERVICES PROVIDED AND CONDITIONS OF ACCESS

The Website offers services associated with the provision of information pertaining to Call on Me's services ("the Services"). By virtue of Call on Me's position and the scope of its Services, it may afford Users access to the Services of various third parties. Call on Me may also afford the User an opportunity to conclude commercial transactions with various third parties who either use the Website, or market their Products and/or Services through the Website. The use of any Product or Service bought or subscribed for through the use of the Website, and consequently the Call on Me Application, is at the User's own risk.

7. THIRD PARTY SERVICE PROVIDERS PRODUCTS AND SERVICES

- 7.1. At the discretion of Call on Me, Call on Me may include references to or facilitate access to services rendered by third-party Service Providers and provide links to the sites of third-party Service Providers. These third-party Service Providers and their sites have separate and independent terms and conditions of use and privacy policies applicable to their products, services, and respective sites. In supplementation of the provisions of the Services Agreement, Call on Me shall bear no responsibility or liability for the Products and Services offered or rendered by such third-party Service Providers or the content and services provided through or by means of their respective sites.
- 7.2. Call on Me makes no warranties or representations whatsoever regarding the Products and Services offered or rendered by any third-party Service Provider, or the content or activities of such third-party websites, which may be accessed or used through or by means of the Call on Me's Website.
- 7.3. The User acknowledges that Call on Me merely facilitates the User's access to such third party's products, services and/or website and does not itself offer the products or render the services of such third party to the User.
- 7.4. The User acknowledges that neither Call on Me, nor its directors, prescribed officers, members, agents or assignees, shall be held responsible for any direct or indirect special,

consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of the website of a third party, as well as any functionality of said website and the products offered or services rendered through or by means of said Website, or of any linked website, even if Provider is expressly advised thereof.

- 7.5. Call on Me does not provide any personally identifiable information pertaining to Users to any third-party advertisers or third-party Websites.
- 7.6. These third-party websites and advertisers, or internet advertising companies working on their behalf, sometimes use technology to send (or 'serve') the advertisements that appear on the Website directly to the User's browser. They automatically receive the User's IP address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content to Users. Call on Me does not have access to or control over cookies or other features that such third parties may use, and the information practices of these advertisers and third-party websites are not covered by these Terms and Conditions. Please contact them directly for more information about their privacy practices.

8. LIMITATION OF LIABILITY

- 8.1. The Website and all content on the Website, including any current or future information are provided on an "as is" basis, and may include inaccuracies or typographical errors. Call on Me makes no warranty or representation as to the availability, accuracy or completeness of the content presented on the Website. Neither Call on Me, its directors, members, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content provided on the Website or any functionality thereof, or of any linked website, even if Call on Me is expressly advised thereof.
- 8.2. Neither the User or any other person shall have any claim against Call on Me for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from the use of the data of information displayed on the Website or the unavailability thereof, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if Call on Me might have been negligent.
- 8.3. Call on Me therefore does not guarantee that (i) the Website; (ii) the information, content, tools or materials included on this Website; (iii) Call on Me's servers; or (iv) that any electronic communications sent by Call on Me will be free from viruses or other harmful components. Call on Me will not be liable for any damages of any kind arising from the User's use of this Website, Call on Me's Services or from any information, content, tools or materials included on or otherwise made available to the User through the Website, including for direct, incidental, punitive and/or consequential damages.
- 8.4. Although Call on Me is committed to providing Users with the best possible Service, Call on Me shall not be responsible for:
 - 8.4.1. any of the events described in this clause;
 - 8.4.2. any actions or omissions by the User that result in a breach of the provisions of these Terms and Conditions;
 - 8.4.3. any links to other websites from this Website. The User also acknowledges that Call on Me cannot control the content of, or the products offered on any third party websites;
 - 8.4.4. a denial of access to the Website or the Services, should Call on Me believe or have reason to believe that the User is conducting activities that are illegal,

abusive, would attack the integrity of the Website or put Call on Me in disrepute;
or

- 8.4.5. the User's reliance on any of the Services, information, content, tools or materials that the User obtains or gains access to from the Website.

9. GOVERNING LAW

The Website is controlled, operated and administered from within the Republic of South Africa. Access to the Website from territories or countries where the use of the Website or the Services provided through the Website is illegal, prohibited and by accessing the Website, the User agrees that the laws of the Republic of South Africa will govern these Terms and Conditions, as well as any dispute which may arise from these Terms and Conditions.

10. CASUAL SURFING

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User's computer or other electronic device, but not the e-mail address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc. Call on Me uses this information to determine use of the Website, and to improve content thereon. Call on Me assumes no obligation to protect this information and may process such information without limitation.

11. INDEMNITY AND CONDITIONS

- 11.1. Although Call on Me will do everything reasonably within its power to ensure that the Website will be operational, the User accepts that Call on Me may not be in control of all the circumstances surrounding the Services associated with the use of the Website.
- 11.2. Call on Me shall not be held liable for any direct or indirect damages or losses suffered as a result of any incorrect, inaccurate or late provision of any of the Services in the event that the Website may be temporarily unavailable or dysfunctional.
- 11.3. Call on Me shall not be liable for any direct or indirect damages or losses suffered by the User, or any Person represented by the User, as a result of any negligence on the part of Call on Me, any of its members, agents, Service Providers or representatives in the rendering of the Services through the Website

12. USE OF CALL ON ME'S WEBSITE AND SERVICES

- 12.1. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents in any way what so ever, without Call on Me's prior written consent.
- 12.2. The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Website without the prior written consent of Call on Me.
- 12.3. Call on Me reserves the right to make any changes or modification, as well as discontinue any aspect of the Website, its content or the Services offered by or through the Website at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any compensation or give rise to any liability whatsoever.
- 12.4. The User agrees that it will only use the Website in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference.
- 12.5. The display of content via the Website may differ depending on the Device the User is using to access the Website or the Services.

- 12.6. Any and all content published on the Website reflects the views of the author and does not necessarily constitute the official opinion of Call on Me, unless stated otherwise.
- 12.7. The User may not post content on the Website that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language.
- 12.8. Call on Me reserves the right to occasionally restrict the User's access and/or use of the Website and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. Call on Me does, however, endeavor to keep any disruption in the use of the Website to a minimum.
- 12.9. The User agrees not to:
 - 12.9.1. use the Website and the Services to process Personal Information of third parties, however, should this be the case, for instance when a User refers third parties to Call on Me, such User warrants that he/she/they have procured the required consent from such third party to do so;
 - 12.9.2. violate the privacy of any person in order to, or attempt to, gain unauthorized access to Call on Me and/or the Services through the Website, including, but without limitation through hacking, password mining or any other means;
 - 12.9.3. use the Website and the Services to engage in any illegal or unlawful activity;
 - 12.9.4. employ automated electronic or mechanical processes designed to negatively affect the performance of the Website, and Call on Me's provision of the Website and the Services;
 - 12.9.5. utilise the Website in a manner which disrupts the normal operations of Call on Me;
 - 12.9.6. attempt to gain unauthorised access to Call on Me's programming, coding or infrastructure; or
 - 12.9.7. circumvent, disable or otherwise interfere with security related features of Call on Me or features that prevent or restrict the use or enforce limitations on the use of the Website.
- 12.10. Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, Call on Me shall be entitled, without prejudice to any other rights it may have and without prior notice to the User:
 - 12.10.1. suspend the User's access to and use of the Website and the Services;
 - 12.10.2. restrict or limit the use of the Website;
 - 12.10.3. terminate the agreement set forth in these Terms and Conditions and recover all costs incurred by Call on Me, including, but without limitation, legal costs on an attorney and own client basis.

13. INTELLECTUAL PROPERTY

- 13.1. The technology and software underlying the Website and the Services, or distributed in connection therewith, are the property of Call on Me. Call on Me owns all rights, title, license and interest to any and all registered and unregistered intangible property, including marketing material, designs, know-how, trademarks, trade names, brand names, signs, symbols, logos, trade secrets, copyright and patents and any derivatives thereof and all

future additions and improvements thereto, in respect of or pertaining to the Website and its use and implementation (“**Intellectual Property**”).

- 13.2. The Intellectual Property is protected by applicable copyright, trademark and intellectual property laws. The Users shall not obtain any rights, title or interest in or to any Intellectual Property, whether by operation of the Services Agreement, these Terms and Conditions, or otherwise. Call on Me does not permit copyright infringing activities or infringement of Intellectual Property rights of Call on Me.

14. COPYRIGHT

- 14.1. All content made available on the Website (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to Call on Me or is alternatively used pursuant to a licensing agreement concluded between Call on Me and the third party proprietor of such content.
- 14.2. Any unauthorised use, alteration or dissemination of the information or content published on the Website is strictly prohibited.
- 14.3. The User expressly acknowledges that no content or information displayed on the Website may be regarded or construed as granting any licence or right to any third party, including the User, to use any trademark without Call on Me’s prior written consent and approval.
- 14.4. Although Call on Me has deployed reasonable technical and organisational measures to protect the information on the Website from time to time, the User acknowledges that Call on Me cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off of the Website.

15. COOKIES

- 15.1. When providing the Services, Call on Me seeks to make the User’s access to such Services easy, useful and reliable. This sometimes involves placing small amounts of information on the User’s device. These are called “*cookies*”. These cookies cannot be used to identify the User personally and are used to improve services for the User.
- 15.2. Call on Me’s Website uses cookies that are essential in order to enable the User to move around the Website and use its features when accessing the Services. Without these cookies, Call on Me would be unable to provide the Services. Call on Me also uses Google Analytics cookies to collect information about how Users use the Website and to assist Call on Me to ensure it is tailored to the User’s needs and interests. These cookies only collect information in an anonymous form, including the number of the Website visitors and the pages visited. No personal information is collected or stored by Call on Me.
- 15.3. During the course of any visit to the Website, the pages the User sees, along with a cookie, are downloaded to the User’s device. Any information that is supplied by cookies can help Call on Me to provide the User with a better service and assists Call on Me in analysing the profile(s) of Users.
- 15.4. Most web browsers automatically accept cookies, but normally you can alter your browser settings to prevent automatic acceptance, if you prefer. If you opt not to receive Call on Me’s cookies, Call on Me cannot guarantee that your experience in respect of the Website will be as quick or responsive as what it would be if the User receives cookies.
- 15.5. Call on Me does not store passwords or any other information about a User in a cookie that could identify them, their location, their preferences or their financial activity.

15.6. Users can use their web browser to control their cookie settings. The following links will take you to the appropriate site for most used browsers and / or provide the information you need to know to control cookies:

15.6.1. [Internet Explorer cookies information](#)

15.6.2. [Chrome cookies information](#)

15.6.3. [Firefox cookies information](#)

15.6.4. [Safari cookies information](#)

15.6.5. [Opera cookies information](#)