

AXIAL IT

INNOVATIVE END-TO-END SOLUTIONS

AXIAL IT (PTY) LTD

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TERMS AND CONDITIONS

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Terms and Conditions

1. Usage

- 1.1. Persons using the Axial IT website for any reason whatsoever, subject themselves to and agree to the terms and conditions as set out below and privacy policy of Axial IT when accessing the website.
- 1.2. This website is intended to provide the user only with information regarding Axial IT and the services it offers.
- 1.3. Axial IT does not warrant the accuracy or correctness of any information published herein and shall not be liable for any losses pursuant thereto.
- 1.4. Without derogating from the foregoing, Axial IT hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that:
 - 1.4.1. Such content is used for information and/or non-commercial purposes only; and
 - 1.4.2. Any reproduction of the content of this website, or portion thereof, must include the following copyright notice: "© Axial IT 2022. ALL RIGHTS RESERVED".
- 1.5. Users who wish to use content from this site for commercial purposes may do so only with prior written permission from Axial IT.

2. Intellectual Property Rights

- 2.1. All content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of, or licensed to, Axial IT, and as such, are protected from infringement by domestic and international legislation and treaties.
- 2.2. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site are expressly reserved.

3. Electronic Communications

- 3.1. By using this website or communicating with any Axial IT authorized representative by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communications satisfy the required legal requirements, including but not limited to the requirement that such communications should be "in writing" as per the

definition contained in the Electronic Communications and Transactions Act 25 of 2002 as amended from time to time (hereinafter referred to as the “ECTA”).

4. Changes and Amendments

- 4.1. Axial IT expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria, information and this Agreement set out in this website without prior notice.

5. Privacy Policy

- 5.1. Axial IT protects the user’s privacy, subject to the relevant legislation.

- 5.1.1. No personal information about a user will be disclosed to third parties without the user's permission or due process.

- 5.1.2. Axial IT gathers and will be in possession of the following private and personal information:

- 5.1.2.1. Information provided by the user voluntarily and with express consent – this information is used to provide a better service to users, and which the user must assist in keeping Axial IT updated with any changes to the personal information

- 5.1.2.2. Information automatically provided, e.g. via cookies (website log in details); this information is gathered to assist users' browsing and interaction with Axial IT. Cookies cannot harm users' computers nor carry viruses.

6. By using this website, the user consents to the following:

- 6.1. Axial IT and its commercial partners may use the users' personal information to communicate with the user from time to time. Users may indicate if they do not wish to receive such communications with express notification; and

- 6.2. By using Axial IT’s website the user expressly consents to the following:

- 6.2.1. Axial IT may use the user's information for general and statistical purposes.

- 6.2.2. Axial IT retains the copyright of users' personal information in secured databases.

7. Linking and Framing

7.1. Any third party site may link to this website provided that such a link is directed at the home page of this website. It is expressly prohibited for any person, business, entity or website to link to any page or graphics/object other than the home page of this website, without the prior written approval of Axial IT.

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 the prior written approval of Axial IT.

Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act

7.3. No information or data on this website constitutes an offer to do business, but is merely an invitation to do business.

7.4. No agreements shall be concluded merely by sending a data message to this website or its owners. Valid agreements will require a written acceptance of a written offer by Axial IT.

7.5. No e-mail message shall be deemed to have been received by Axial IT until a response has been issued from Axial IT. An automated response, from Axial IT, shall not satisfy this requirement.

8. Searching Technology

8.1. The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted, if such technology will result in slowing down this website's server or copyright infringement of any data and information available from this website. Data and information may only be used in compliance with sections 5 to 8 hereof.

9. Links to Third Party Sites

9.1. Axial IT may provide links to other websites only as a convenience to the user and the inclusion of any link does not imply Axial IT endorsement of such sites.

9.2. Linked websites or pages are not subject to the control of Axial IT. Axial IT shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked website.

10. Security of Information

10.1. All reasonable steps will be taken to secure a user's information. Users undertake not to divulge their username and passwords to any other person.

- 10.2. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorized access to any information on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website.
- 10.3. Any person who 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 shall be held criminally liable, and in the event that Axial IT should suffer any damage or loss, civil damages will be claimed.

11. **Disclaimer**

- 11.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Axial IT shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, Axial IT makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free.
- 11.2. This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy him or herself, prior to entering into this agreement with Axial IT, that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 11.3. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Axial IT.
- 11.4. Neither Axial IT nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any information and/or services on this website.

12. **Offensive e-mail content**

- 12.1. Our employees and other users of the Axial IT e-mail system are subject to policies that prohibit:
 - 12.1.1. the obscuring, suppressing, or replacing another user's identity on an e-mail (pretending to be someone else);
 - 12.1.2. the use of Axial IT's information and communications systems for the exercise of the employee's right to free speech;
 - 12.1.3. sexual, religious, political and racial harassment;

12.1.4. profanity, obscene, offensive, derogatory or defamatory remarks;

12.1.5. otherwise unlawful communication via e-mail.

12.2. Accordingly, if an e-mail sent by a Axial IT user breaches any of these provisions, that e-mail is sent in that person's personal capacity and Axial IT is not liable for such messages.

12.3. Axial IT will take appropriate disciplinary action against any person breaching these provisions and you can report any such breach to info@axialit.co.za.

13. Severability

13.1. These Terms and Conditions of Use constitute the entire agreement between Axial IT and you, the user of this website.

13.2. Any failure by Axial IT to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

13.3. In the event that any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions.

13.4. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

14. Applicable and Governing Law

14.1. This website is controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use this website and these terms and conditions.

15. Domicilium Citandi Et Executandi

If you have any questions, queries or wish to request permission to use any part of this website, including, linking, framing, or searching, please contact Axial IT at:

Email: info@axialit.co.za

or

Address: P O Box 164, Plumstead, Cape Town, Western Cape, South Africa, 7800