

## TERMS AND CONDITIONS

These T&C apply to users of the Website who are deemed consumers and/or data subjects in terms of South African legislation or data subjects in terms of the EU General Data Protection Regulation (“GDPR”) [Regulation (EU) 2016/679] as amended. It is your responsibility to obtain clarity from us or your own legal advisor if there are any T&C that you do not understand prior to you accepting the T&C or using the Website.

SOTERION TECHNOLOGIES (PROPRIETARY) LIMITED (“SOTERION”, “we”, “us” and “our”), under the brand of SOTERION provides; subject to the conditions contained below, the Website which can be accessed at [www.soterion.com](http://www.soterion.com) (“Website”) and which is owned by SOTERION, for the provision of Governance Risk Compliance (“GRC”) solutions and services for SAP companies (“Services”).

These Terms and Conditions (“T&C”) govern your use of the Website as well as the downloading, ordering, sale, delivery and/or use of the Services and/or the Materials.

These T&C and the SOTERION privacy policy (the “Privacy Policy”) that can be found under the Privacy Policy link of the Website, sets forth the legally binding terms for your use of the Website.

### 1. THE SMALL PRINT RELATING TO THE MATERIALS

- 1.1 SOTERION offers you free articles, e-booklets and downloads relating to the Services (the “Materials”) as defined in the Website and subject to the limitations and restrictions as set out here below.
- 1.2 We will use our best endeavours to ensure that the Website is current with regards to the Materials and that out-dated Materials are removed from the Website as speedily as possible after the occurrence of such event. We can however not guarantee that the Materials are always current and up to date and it remains your responsibility to ascertain same.
- 1.3 Every person and/or business’s circumstances and requirements differ. We shall not be liable to you for any claim, loss or expense relating to your reliance on the Materials without obtaining proper professional advice and assistance relating to your specific circumstances and requirements.

### 2. YOUR PROFILE

You may be required to provide your personal details and email address to access the Materials on the Website (your “Profile”).

#### 2.1 ELIGIBILITY

By completing the Profile information, you represent and warrant that:

- 2.1.1 you are over the age of 18 years
- 2.1.2 all registration information you submit is truthful and accurate;
- 2.1.2 you will maintain the accuracy of such information; and
- 2.1.3 your use of the Website does not violate any applicable law or regulation or the terms of this Agreement.

#### 2.2 PASSWORD

- 2.2.1 When you become a client, we will provide you with a login name and a password for your Account. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the Account, username, or password of another User at any time. You are solely responsible for use of your Account and agree to notify us immediately if you suspect any unauthorized use of your Account or access to your password.
- 2.2.2 By using your login details you will be able to view and manage your Account online.
- 2.2.3 You are solely responsible for any use of the Website through your Profile and/or Account.

#### 2.3 TERM

- 2.3.1 This Agreement shall remain in full force and effect until we delete your Account from the Website or request us to delete your Profile information, failing which your information will be retained in accordance with statutory requirements.
- 2.3.2 We may terminate your Account and/or delete your Profile:

- 2.3.2.1 if you are in breach of this Agreement;
- 2.3.2.2 if we decide in our sole discretion to stop or discontinue provision of the Services and/or the Materials; or
- 2.3.2.3 for any or no reason, without giving you notice.
- 2.3.3 You understand that termination of this Agreement and your Account may involve deletion of your Account information from our live databases and all the information stored for such Account and likewise also applies to deletion of your Profile.
- 2.3.4 SOTERION will not have any liability whatsoever to you for deletion of your Profile and/or termination of your Account or related deletion of your information. We may modify, suspend or discontinue the Services and/or the Materials at any time, for any reason, at our sole discretion.

### **3. LIMITATIONS OF THE WEBSITE**

You acknowledge that:

- 3.1 the Website may not be available; and
- 3.2 access and use of the Website may not be provided at any specific level of quality.
- 3.3 In no event shall we be liable to you or any third party for any loss of profit or any indirect, consequential, exemplary, incidental, or any other damages arising from your use of the Services, other than as provided for under applicable legislation.

### **4. PROPRIETARY RIGHTS**

#### **4.1 SOTERION MATERIALS; LICENSE; OWNERSHIP AND RESTRICTIONS.**

- 4.1.1 The Website, as well as intellectual property rights vested therein; including but not limited to the trademarks, copyright, content and other intellectual rights vested therein (collectively referred to as "the material") are exclusively licensed to and vests in SOTERION. All rights thereto remain strictly reserved.
- 4.1.2 SOTERION grants you the limited right to the information and content provided on or through the Website (the "SOTERION Materials") only on your web browsing device, provided that the SOTERION Materials remain unmodified, and is solely for your personal or internal business informational use (i.e. not distributed or otherwise transmitted outside of your home or company, or otherwise broadcast in any media).
- 4.1.3 This limited license terminates automatically, without notice to you, if you breach this Agreement or upon termination or expiration of your Account and/or this Agreement and/or deletion of your Profile.
- 4.1.4 You acknowledge that all the intellectual property rights in the Website, Services and SOTERION Materials are owned by us or if applicable our designated agents and/or licensors.
- 4.1.5 Except as expressly set forth herein, you agree not to:
  - 4.1.5.1 reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, or create derivative works based on the Services or SOTERION Materials; or
  - 4.1.5.2 rent, lease, or sell access to the Website.
- 4.1.6 You acknowledge that, except as expressly provided herein, you have no right, title or interest in or to the Services and SOTERION Materials. Contact [info@soterion.com](mailto:info@soterion.com) for any other mode of sharing, copyright questions and/or permission requests. Any unauthorized reproduction or use of this material will constitute a copyright infringement and render the doer liable under both civil and criminal law.

#### **4.2 FEEDBACK**

SOTERION may periodically request that you provide, at your election, feedback regarding the use, operation and functionality of the Website, the Services and the Materials ("Feedback"). Such Feedback will include without limitation user-desired features. You hereby assign to us all rights in the Feedback and agree that we will have the right to use the Feedback and related information in any manner it deems appropriate.

### **5. DISCLOSURE OF PERSONAL INFORMATION**

- 5.1 We will not disclose your information to a person who is not in our employee or an authorized agent of us without your permission, unless we are compelled by law or in terms of a court order to do so, or it is in the public interest to do so, or it is necessary to protect our rights and ensure the integrity and operation of our business and systems. The information we access and disclose; if required or deemed necessary and appropriate, includes without limitation, Profile and/or Account information (i.e. name, e-mail address, etc.) and usage history.

- 5.2 SOTERION will on its own initiative or at your request rectify or erase any incomplete, inaccurate or outdated personal information retained by us. You expressly agree that we may use your information and information regarding your use of the Website to create and further refine the Website, Materials and Services. You furthermore agree that we may create aggregate information from your use of the Website by removing personally identifiable information, such as names, and to use and disclose such aggregate information in its discretion.
- 5.3 We shall take all reasonable steps to protect your personal information. For this clause, “personal information” shall be defined as detailed in the relevant country or Union specific legislation.
- 5.4 We may electronically collect, store and use the following personal information of you:
- 5.4.1 demographic information
  - 5.4.2 correspondences transmitted,
  - 5.4.3 location information
  - 5.4.4 name and surname;
  - 5.4.5 birth date;
  - 5.4.6 gender; and
  - 5.4.7 contact details, including email address and mobile numbers;
- 5.5 We collect, store and use the above-mentioned information for the following purposes:
- 5.5.1 to greet you when you contact us;
  - 5.5.2 to compile non-personal statistical information about you to refine the Website and/or Service and/or Materials; and
  - 5.5.3 subject to your consent, communicate with you.
- 5.6 SOTERION owns and retains all rights to non-personal statistical information collected and compiled by it.
- 5.7 When you create a Profile or send e-mails to us, you consent to receiving communications from us electronically and agree that all agreements, notices, disclosures and other communications sent by us satisfies any legal requirements, including but not limited, to the requirement that such communication should be “in writing”.

## 6. **DISCLAIMERS**

- 6.1 The Website is solely provided as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including, but not limited to, the warranties or conditions of merchantability, fitness for a particular purpose, title, accuracy, or non-infringement. Without limiting the foregoing, we make no warranty that the services will meet your requirements; be available on an uninterrupted, timely, secure, or error-free basis or meet any quality specification.
- 6.2 Neither we nor any of our agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to this Website or content provided from and through this Website or the Services. We make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website or the Services or the Materials are free from errors or omissions. You are encouraged to report any possible malfunctions or errors to us.

## 7. **LIMITATION ON LIABILITY**

In no event shall we be liable to you or any third party for any loss of profit or any indirect, consequential, exemplary, incidental, or any other damages arising from your use of the Website.

## 8. **GENERAL**

- 8.1 This Agreement may be modified by us at any time. The changes will appear in this agreement which you can access at any time by logging onto the Website. You agree that your continued use after such an amendment shall constitute your acceptance of the amended Agreement and will you be held bound thereto. Prior notification of material changes will be noted on the website prior to implementation.
- 8.2 This document constitutes the whole of the agreement (to the exclusion of all else) between the Parties relating to the subject matter hereof.
- 8.3 No amendment, alteration, addition, variation or consensual cancellation of this document will be valid unless reduced to writing and signed by both Parties. For the purposes of this agreement the term “in writing” will include email exchanges between parties, subject to

- successful delivery report. The term “signed” will include an email by the receiving party accepting the terms of the content transmitted by the sending party.
- 8.4** No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the same and any such waiver will be effective only in the specific instance and for the purpose given.
- 8.5** No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 8.6** If any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.
- 8.7** This agreement shall not be ceded or assigned nor the rights in terms hereof pledged or made over to any other party.
- 8.8** Please be aware that you will be liable for the data charges of your internet services provider for accessing and use of the Website. You need an appropriate functioning web browsing device to use the Website and that providing this is solely your responsibility.
- 8.9** You hereby indemnify and waive all claims against SOTERION and its employees and agents from any claims, damages, cost and expenses (including attorney-own client costs) of every kind and nature, arising out of or in any way connected with any interaction or communication with any person or entity through your use of the Services and the products and services promoted in the Advertisements.
- 8.10** This agreement will be governed by the laws of the Republic of South Africa, however subject to GDPR application in respect of EU data subjects. You consent to the jurisdiction of the South African courts for any dispute that may arise out of this agreement.
- 8.11** SOTERION hereby selects the physical address as per clause 10.3 below as its address for service of all formal notices and legal documents relating to your use of the Website or these T&C (“nominated address”). We reserve the right to change the nominated address at any time without prior notice to you by updating these T&C.
- 8.12** All notices must be hand delivered or sent by pre-paid registered post or sent via email and will be deemed to be received as follows:
- 8.12.1** hand delivery: on the day of actual delivery;
- 8.12.2** pre-paid registered post: 10(ten) working days after date of posting, subject to being in possession of the issued registered post transmission receipt;
- 8.12.3** e-mail: subject to successful delivery notification, on the business day following the day of transmission
- 8.13** The provisions contained in the website Terms and Conditions shall take precedence in interpretation and application in the event of inconsistency with the provisions of the Privacy Policy.
- 9. SOTERION INFORMATION**  
The details of SOTERION, a company registered in accordance with South African laws are as follows:
- 9.1 Registered Name:** Soterion Technologies (Proprietary) Limited
- 9.2 Registration Number:** 2011 / 055222 / 07
- 9.3 Physical Address for receipt of legal service (postal and street address):**  
Block A, Wedgefield Office Park, 17 Muswell Road, Bryanston, Johannesburg, South Africa, 2021
- 9.4 Office Bearer / Data Protection Officer:** Quintus Hougaard
- 9.5 Telephone Number:** +27 11 540 0232
- 11.6 Official Email address:**quintus.hougaard@soterion.com

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