

## Trade information Portal Terms of Service and General Conditions

These Terms of Service and General Conditions are available on the Trade Information Portal and can be accessed at any time.

### General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain pieces of historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### Modification to the Services and Prices

Prices for our products where applicable are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

### Online Store Terms (where applicable)

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## Products and Services (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are not refundable, or exchangeable.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected

## Accuracy of Billing and Account Information (where applicable)

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## Optional Tools

We provide you with access to third-party tools and websites over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such websites and tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party websites and tools.

Any use by you of links and webpages offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which these pages and tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools, links and resources). Such new features and/or services shall also be subject to these Terms of Service.

## Third Party Links

Certain content, products, and services available via our Service may include materials from third- parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third- party products should be directed to the third-party.

## User Comments, Feedback, and other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

## Personal Information

Your submission of personal information through the Netcampus Website, associated pages or Learning Management System is governed by our Privacy Policy. These guidelines are listed in the next section of this guide.

## Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update

information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

Take note that Netcampus are in no way responsible for errors, inaccuracies and Omissions on websites, or documents accessed through any links provided on this site.

## Prohibited Users

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## Disclaimer of Warranties, Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Netcampus, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the

exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## Indemnification

You agree to indemnify, defend and hold harmless Netcampus, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## Severability

If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa, at Lords

Office Estate Block 6, 276 West Avenue, Centurion, GP, 0157, South Africa.

## Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## Data Protection and Privacy

Netcampus not only value Data Privacy, but also seek to continuously improve and evolve our services to ensure compliance to local and International Legislation. The Privacy and Security Statements are available for view from the TradeHub Page. This statement does not apply to any 3<sup>rd</sup> party web pages, links or documents accessed from the TradeHub site. Adherence to Data Privacy legislation should be verified with the provider before accessing their websites.

## Privacy and Security Statement

Netcampus (Pty) Ltd (“Netcampus”) is committed to protecting User/Client’s privacy to ensure a secure online experience. This Statement explains data collection and use practices of the Netcampus website (the “Site”) hosted by Netcampus; it does not apply to any other online or offline sites, products or services.

## Your Consent

By accessing this web page or registering on the Netcampus vCademy Site for participation in a Course, you are consenting to the information collection and use practices described in this Statement. “Personal Information” relates to information relating to an identifiable, living natural person, and where it is applicable, an identifiable, existing juristic person as defined in the Protection of Personal Information Act No. 4 of 2013.

## Collecting Personal Information

Netcampus will collect personal information if User chooses to register for a Course on the Site. The Personal Information Netcampus collects includes, but not limited to, User/ Client name, title, company or organisation name, work e-mail, work phone, work or home address, information about your job function, information about your company and any other information relevant to customer surveys.



## **Netcampus uses Personal Information for the following purposes:**

- To register User/Client for a Course upon purchase of a module from the Netcampus vCademy Site and allow access to the Site.
- To confirm by e-mail any contact requests submitted through the Site.

If User/Client does not provide the required personal information to Netcampus, User/Client will not be able to register for a Course or purchase a Course.

Netcampus may use User/Client Personal Information and/or Program participation information for purposes of compiling, analysing, or reporting any historical, statistical or research data, and that such data will not be published in a form which specifically identifies User/Client and their Personal Information.

## **About Children**

This site is not intended for children under the age of 18. We will not knowingly collect personally identifiable information via this site from visitors in this age group. We therefore ask you, if you are in this age group to get your parent or guardian to submit personal information on your behalf, should you need to use our services, thereby providing us with your personal information.

## **Control of Personal Information**

Except as otherwise described in this Statement, Netcampus will not disclose any of User/Client's Personal Information and/or Program participation information to any third party without written consent or otherwise when required to do so by law.

Please be aware that this Statement and the choices made on the Site will not necessarily apply to Personal Information User/Client may have provided to Netcampus in the context of other, separately operated, Netcampus online products or services.

## **Keeping our records accurate**

Subject to compliance with any applicable laws, a User/Client is entitled to access their personal information in Netcampus' possession and to request that Netcampus correct any such information, if need be.

## **Security of Personal Information**

Netcampus protects the security of User/Client's Personal Information and honours your choice for its intended use.

## **Links to Other Web sites**

This Site contain links to other websites. Please be aware that this Statement applies solely to the information collected on the Netcampus Website (<https://netcampus.myvcampus.com/the-hub/>) and its derivatives. Netcampus is not responsible for the privacy practices or the content of other websites.

## IP addresses and cookies

Netcampus may collect information about your computer, including where available your IP address, operating system, and browser type, for system administration and to report aggregate information to our business partners. This is statistical data about Netcampus users' browsing actions and patterns and does not identify any individual.

For the same reason, Netcampus may obtain information about your general internet usage by using a "cookie file" which is stored on the hard drive of your computer. "Cookies" refers to information that is sent from the site to your hard drive where it is saved and contains information to personalise your experience on the site. In this way, the next time you use the site, Netcampus will know who you are and that you have visited the site before. Cookies help Netcampus to improve the site and to deliver a better and more personalised service. Cookies also enable Netcampus:

- To estimate audience size and usage pattern.
- To store information about your preferences, and so allow Netcampus to customise the site according to your individual interests.
- To speed up your searches.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. Unless you have adjusted your browser setting so that it will refuse cookies, Netcampus system will issue cookies when you log on to the site.

## Confidentiality

Netcampus warrants that it shall hold in strict confidence and not use Client personal information for any purpose other than with the express written consent of the Client and to the extent necessary to provide a Service.

In compliance with section 19 of the Protection of Personal Information Act, Netcampus further warrants that it shall ensure that all its systems and operations which it uses to provide the Service shall always be of a minimum standard required by law and further be of a standard no less than the standards which are following international best practice for the protection, control and use of personal information.

## Unsolicited Communication

Provided that User/Client has agreed to this and subject to section 45 of the ECT Act, Netcampus may use personal or other information provided by User/Client to send you information on new services or products that may be of interest. From time-to-time Netcampus will mail, email or SMS information to you about us, our products and services, or our partners and their products or services. If you do not wish to continue receiving this information you may contact us, and we will remove you from our mailing list.

## Changes to This Statement

Netcampus may occasionally update this Statement. When we do, we will also revise the "last updated" date at the bottom of the Statement. Netcampus encourages User/Client to periodically review this Statement to stay informed about how we are protecting the personal information we collect. User/Client's continued use of the service constitutes your agreement to this Statement and any updates.



## Trade Information Portal Overview

### Introduction

“The Trade Information Portal” web page is designed, hosted, and operated by Netcampus in partnership with the USAID Southern Africa Trade and Investment Hub. Throughout this document, the terms “we”, “us” and “our” refer to Netcampus. Use of the wording “The Trade and Information Portal”, “Website” or “Page” refer to the web page designed.

Netcampus offers this webpage, including all information, links, tools, and services available from this site to users and service providers, conditioned upon the acceptance of all terms, conditions, policies and notices stated in this document. Guidelines provided are for reference purposes and may change at any time without notice.

By visiting the webpage or purchasing something on the webpage or from the sites in the links provided, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please familiarise yourself to the website Terms of Service before accessing or using the webpage. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the webpage or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current webpage shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on the web page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to the Hub Webpage. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.