

TERMS AND CONDITIONS FOR USE OF THIS WEBSITE

1. Users Own Risk

The User agrees that the use of the Website (including but not limited to Certification) is solely at his/her/its own risk and he/she/it waives any and all claims against TIPS. The User understands and agrees that:

- (a) TIPS does not warrant and/or guarantee the accuracy, timelines, veracity, performance, completeness or suitability of Certification or of any of the information, materials or tools offered on this Website.
- (b) TIPS does not warrant and/or guarantee that this Website will be uninterrupted or free for any defects, viruses or other harmful content.
- (c) The User understands and acknowledges that the information, materials, tools on this Website (including but not limited to Certification) may contain inaccuracies, omissions or errors and that TIPS is expressly excluded from any liability or claims for any such inaccuracies, omissions or errors.
- (d) The User understands, acknowledges and confirms that TIPS is not responsible or liable for any losses or damages, including but not limited to, indirect, direct, incidental, special, consequential or punitive losses or damages arising from any use of or reliance on any of the information, materials or tools on this Website (including but not limited to Certification).
- (e) This disclaimer and exclusion of any liability and claims applies to any damages or injury, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages or losses whatsoever arising from any use of or reliance on any of the information, materials or tools on this Website (including but not limited to Certification), whether in contract, delict, tort or any other cause of action.

2. Third Parties Own Risk

The User agrees and undertakes in favour of TIPS to expressly inform any third party relying on a Certificate generated by this Website that:

- (a) TIPS does not warrant and/or guarantee the accuracy, timelines, veracity, performance, completeness or suitability of any Certificate or any information or materials provided to any Third Party by any User.
- (b) Any third party using or relying upon a Certificate is deemed to have agreed and acknowledged that it does so at his/her/its own risk and TIPS is not responsible or liable for any losses or damages, including but not limited to, indirect, direct, incidental, special, consequential or punitive losses or damages, whether in contract, delict, tort or any other cause of action, arising from that third party's reliance on a Certificate.
- (c) Any third party using or relying upon a Certificate is deemed to have agreed and acknowledged that the Certificate may contain inaccuracies, omissions or errors and that TIPS is expressly excluded from any liability or claims for any such inaccuracies, omissions or errors.

- (d) Any third party using or relying upon a Certificate waives any and all claims against TIPS.

3. Privacy

Terms defined in applicable privacy legislation shall have the same meaning in the following sub-paragraphs:

- (a) The User understands, acknowledges and consents to his/her personal information being captured on the Website as part of the Certification service. TIPS is committed to protecting a User's privacy and to ensure that any personal information is captured and processed (where applicable) lawfully on its Website.
- (b) A User may at any time request TIPS to delete or remove any personal information by emailing: noreply-jtproject@tips.org.za
- (c) The User understands, acknowledges and consents to any business information (including but not limited to type of enterprise, province, type of project, scope of project, sector, budget, funding, community engagement, objectives, activities and empowerment) captured on the Website being made available for research and analysis at TIPS and/or by TIPS approved researchers. Only de-identified data is used for research and analysis at TIPS and/or by TIPS approved researchers (identified data is information that can be linked to either an owner or a specific business). Business information captured by Users on the Website will remain anonymous.
- (d) TIPS has taken appropriate and reasonable technical and organisational measures to prevent loss of, damage to or unauthorized access to, processing of or destruction of a User's personal information captured on the Website.
- (e) Parts of the Website relies on cookies. Cookies are only used to track and facilitate the User's use of the Website. Cookies are not used by TIPS for advertising or unsolicited communication. The User consent to the use of cookies on the Website.

4. Intellectual property, copyright and restriction on use

- (a) The Website contains information, research and other content which is derived entirely or in part from information, research and other content supplied by, owned and/or licensed to TIPS ("**TIPS intellectual property**"). TIPS intellectual property is protected under applicable South African intellectual property and copyright laws and international treaties and conventions.
- (b) TIPS intellectual property includes, but is not limited to, the content, logo, brand, design, layout, look, appearance and graphics on the Website. Reproduction or copying of TIPS intellectual property is prohibited in terms of South African intellectual property and copyright laws and international treaties and conventions.
- (b) No person, business or website may: (1) link to any page on the Website without prior written consent from TIPS; (2) frame the Website or any of the pages on the Website in any way whatsoever; or (3) use any technology to search and gain any information from the Website without prior written consent from TIPS.

- (d) No person may reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disenable, display, or distribute or in any way exploit any of the Website's software or content material. It is strictly prohibited to create works and/or software materials derived from or which are based on the contents found on the Website.
- (d) Requests for prior written consent from TIPS regarding use of any contents which fall within the ambit of the limitations stated above can be made by contacting TIPS in writing at: noreply-jtproject@tips.org.za

5. Implications of Certification

- (a) TIPS makes no representation or undertaking that the issuance of a Certificate by or through the Website will afford, entitle or exclude a User from any service, support, funding, finance, exposure, acknowledgement, preference, selection, qualification, consideration, bid or contract.
- (b) Certification is an outcome of a fully automated process with no human evaluation. TIPS will not provide any reasons for failure to achieve Certification. TIPS will not enter into any communication, discussion, negotiation or arbitration of any kind about any Certification.

These terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa. Any dispute arising from these terms and conditions shall be exclusively subject to the jurisdiction of the courts and/or tribunals of the Republic of South Africa. TIPS has the exclusive right to change or discontinue any aspect or feature of the Website and/or Certification without prior notice to anyone.