Just Transition Finance Terms and Conditions

DISCLAIMER

Trade and Industrial Policy Strategies is a company duly registered in South Africa in terms of section 21 of the Companies Act, under registration number 2001/012247/08 ("**TIPS**"). Where applicable any reference to TIPS includes its representatives, directors, employees and contractors.

This TIPS website ("**Website**") issues certificates through the Just Transition Finance Tool ("the Tool") developed by TIPS that allows users to assess their projects through consistent, rigorous and objective project assessments against a fixed set of criteria in order to determine whether a project can be deemed a just transition project. ("the Purpose")

A User is any party who uses this Tool to determine the status of a project as a first filter before applying their own internal evaluation processes.. Upon confirmation that the project has passed the consistent, rigorous and objective process and been deemed a just transition project, the Just Transition Finance Tool issues a certificate ("**Certification/Certificate**").

Users confirm that they understand that this Website and the Tool contains information, materials and tools (including Certification) for free use by the public on a not-for-profit basis.

This Website, the Tool and the Certification is not mandated by any governmental or financial institution/body/entity locally or abroad.

There should be no expectation by Users of this Website and the Tool (and there is no representation made by TIPS) that Certification will afford, entitle or exclude any of them from any service, support, funding, finance, exposure, acknowledgement, preference, selection, qualification, consideration, bid or contract.

There should be no expectation by any third party relying upon receipt of an issued Certificate (and there is no representation made by TIPS) that the information submitted by the User to obtain the Certificate has in anyway been verified by TIPS or that it is accurate, truthful and complete.

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 the Tool and its 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 any information entered into the Tool through the Website by a User during the vetting and Certification process in order for the User to complete an application.

(b) 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.

(c) TIPS does not warrant and/or guarantee that this Website will be uninterrupted or free for any defects, viruses or other harmful content.

(d) 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.

(e) 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).

(f) 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 the Tool through 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**

(a) TIPS and the User agree that they are each responsible for complying with their respective general obligations under the Protection of Personal Information Act 4 of 2013 ("POPI") and/or any other applicable laws governing the Processing of Personal Information.

(b) The terms “Data Subject”, “Operator”, “Responsible Party”, “Personal Information” and “Processing” have the meanings assigned to it in POPI. The Purpose of the Processing is as defined above.

(c) The User understands, acknowledges and consents to his/her/its personal information being captured on Tool through 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 through the Tool.

(d) TIPS acknowledges and undertakes that, through User input of Personal Information, it has access to and processes, such Personal Information on behalf of the Users. TIPS shall comply with all relevant provisions of POPI that apply to Operators, in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:

a. to use and process the Personal Information solely for the Purpose;
b. not to allow any unauthorised persons access to the Personal Information;
c. not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such notification, as the case may be;
d. to comply immediately with all lawful and reasonable requests made by the User to ensure compliance with POPI;
e. to inform the User of all requests made by Data Subjects in terms of POPI, and to comply with such requests (to the extent required by POPI) should the User authorise TIPS to do so;
f. not to perform any act or omission that will cause the User to breach any of its obligations under POPI;

(e) to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/or unauthorized access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and third party sub-contractors, if applicable. These technical measures include:
a. ensuring that all data including personal information is stored within a secure AWS (Amazon Web Services server, database, etc. for this project) environment; which is
b. restricted to authorised personnel only, specifically the CEO, Operations person, and lead/senior development team members of TIPS sub-operator, Tech Genius who is responsible for backend development;
c. the environment is further secured with two-factor authentication (2FA), with administrative access limited to the CEO, Operations person, and lead developers.

(f) to provide the User with such information and access to Personal Information as the User may require to satisfy itself that TIPS is complying with the obligations in this clause 3;

(g) obtain prior written consent of the User should any Personal Information be transferred cross border in compliance with the provisions of POPI; and

(h) to notify the User immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject.

(i) TIPS hereby indemnifies and defends the User against any direct loss or claims which may be suffered or incurred by the User in consequence of any breach of any of the above undertakings in this clause 3 by TIPS.

(j) A User may at any time request TIPS to delete or remove any personal information by emailing: noreply-jtproject@tips.org.za

(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 and the Tool 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 and the Certificate. 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 on 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 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.