

RODE VIRTUAL PLATFORM TERMS AND CONDITIONS

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Version 1.00

INTRODUCTION

By continuing to use (which term includes, but is not limited to, accessing, browsing, interacting, engaging, tracking, scraping and processing on) the Rode virtual platform, the user (“**you**”), agrees to these terms and conditions.

This page records the terms and conditions under which you may use the websites, <http://www.rodedia.co.za> and www.rode-intel.com, as well as any and all Rode mobisites or mobile sites designed specifically for smaller screens, such as mobile and tablet devices (collectively referred to as the “**Rode virtual platform**”).

The Rode virtual platform is made available to you by Rode Publications Proprietary Limited, trading as “*Rode Publications & Media*”, company registration number 2024/209938/07, a limited liability private company incorporated and registered in the Republic of South Africa (“**Rode**”).

Rode provides real estate data, research and reports online in the Republic of South Africa.

OWNERSHIP, CONTROL AND CONTACT

The Rode virtual platform is owned and controlled by Rode.

Should you wish to contact Rode for any purpose, its contact details are as follows:

Physical address: 29 Hillside Village, Hermanus, 7200

Email address: info@rodedia.co.za

Contact number: 0861 22 44 88

PURPOSES

All information, including but not limited to text, graphics, images (still or moving) and other material contained on the Rode virtual platform, is for reference, informational and educational purposes only.

CAUTION

Whilst all reasonable and foreseeable steps and/or precautions have been taken to ensure the accuracy and safety of the content on the Rode virtual platform:

- (i) reliance hereon and hereof is solely and entirely at your own risk and you assume full responsibility and risk of loss resulting from the use hereof; and/or

- (ii) the use of the products or services advertised on the Rode virtual platform are used at your own risk and you accept full responsibility and risk of any injury, damage or loss resulting from the use thereof.

Subject to (and if and to the extent applicable) the South African Consumer Protection Act, 2008 (Act No. 68 of 2008), as amended ("**the CPA**"), and to the fullest extent permissible by law, Rode, its shareholders, directors, employees, and professional advisers associated and/or involved with Rode and/or any service or product mentioned on the Rode virtual platform, their respective affiliates or shareholders, directors, advisers, agents, consultants or employees, will not be liable for any personal and/or physical damages whatsoever, including, without limitation, any direct, indirect, special, incidental, consequential (including but not limited to loss of profits) or punitive damages, whether in an action or otherwise arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, the Rode virtual platform or the information contained hereon.

As the information and/or content appearing on or transmitted through the Rode virtual platform does not constitute advice, you are encouraged to consult with your professional adviser before acting on any such information or content.

The Rode virtual platform is currently intended for only those who access it from and within the Republic of South Africa. Because of the prescriptive nature and import of international trade, including but not limited to consumer protection, Rode cannot guarantee that the Rode virtual platform or the information hereon complies with or is appropriate for use in other countries, and as such, it should only be used by persons who access it from and within the Republic of South Africa.

Rode makes no representation that information, materials, products and/or services made available through or on the Rode virtual platform is appropriate or available for use in other countries, and accessing the Rode virtual platform from countries where its contents are illegal is strictly prohibited. If you choose to access the Rode virtual platform from countries or locations other than the Republic of South Africa you do so on your own initiative and are therefore responsible for compliance with your local laws.

BINDING CONTRACT

You are encouraged to read these terms and conditions of use carefully before using the Rode virtual platform, as the use by you of the Rode virtual platform brings into being a legally binding agreement by and between yourself and Rode upon the terms and conditions set out herein, as contemplated and provided for in the South African Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), as amended ("**the ECT Act**"), and the common law of South Africa, as the case may be.

ASSENT

By using the Rode virtual platform, you signify that you have read these terms and conditions and assent to and accept, without modification, these terms and conditions. Your access to and use of the Rode virtual platform constitutes your agreement to and acceptance of these terms and conditions. If you do not agree to all of these terms and conditions of use, you are not permitted to use the Rode virtual platform!



Should you, however, proceed to use the Rode virtual platform, with or without reading these terms and conditions, such action will be an indication of and construed as your acceptance of and agreement with all of these terms and conditions, whether expressed and/or implied herein.

These terms and conditions apply when you visit the Rode virtual platform for the first time and thereafter, subject to subsequent changes or amendments hereto, in which case, the latest version of these terms and conditions will apply each time you visit the Rode virtual platform. As such, you are encouraged to familiarise yourself with the then prevailing or current terms and conditions each time when using the Rode virtual platform as such terms and conditions may have changed from your last visit.

AMENDMENT

Rode expressly reserves the right, in its sole and absolute discretion, without notice, to amend, from time to time,:

- the information and/or content displayed on the Rode virtual platform, including but not limited to its services, products, publications, packages, prices, fees and/or charges; and/or
- these terms and conditions, including but not limited to the use of the Rode virtual platform.

The latest version of the terms and conditions, from time to time, will:

- be effective from the date on which they are posted; and
- apply at the time as and when you use the Rode virtual platform, as you are hereby deemed to accept such new terms and conditions if you continue to use the Rode virtual platform.

A certificate signed by the administrator of the Rode virtual platform is *prima facie* proof (meaning in the absence of proof to the contrary) of the date and content of the latest and any previous versions of these terms and conditions.

No amendment by you of these terms and conditions will be acceptable and/or valid.

LEGAL CAPACITY

In using the Rode virtual platform you represent and warrant to Rode that you are of full legal capacity and age (currently 18 (eighteen) years of age), or are emancipated or have your guardian's consent to enter into a legally binding and enforceable contract, being these terms and conditions.

ACCESS

Rode may, in its sole and absolute discretion, remove, alter, modify, supplement, suspend and/or restrict access to or use of the Rode virtual platform, including but not limited to the services, products, publications, packages, content, information, data, software or files appearing on or transmitted through the Rode virtual platform, including but not limited to the right to change, suspend or close the Rode virtual platform, temporarily or permanently, without giving notice.

Rode may limit certain services, products, publications, features or functions and restrict or deny you access to all or parts of any service, product and/or publication on and/or to the Rode virtual platform itself.



REGISTRATION

If, at any stage, you are required to register with Rode before you can use the Rode virtual platform or certain services, products and/or publications, Rode may, in its sole and absolute discretion (and judgment), accept or reject your registration without giving reasons therefore.

In order to successfully complete any registration process, you may be required to submit personal information ("**registration data**"), the use whereof is governed by Rode's Privacy Policy, which is located on the Rode virtual platform.

You warrant, to and in favour of Rode that the registration data you submit is current, accurate and complete.

You authorise and consent to Rode verifying your registration data and gaining access to relevant information held by third parties which may be reasonably required by Rode to complete the verification process. For the avoidance of doubt, there will be no obligation on Rode to undertake a verification of your registration data.

Should you not agree to the verification process or withhold your consent, your use of the Rode virtual platform may be refused, denied, suspended and/or terminated. Similarly, if the verification process is not successful, you understand and acknowledge that Rode is entitled to block or limit your access to the Rode virtual platform and you hereby waive all claims of whatsoever nature or kind you may have against Rode, its shareholders, officers, directors, employees, professional advisers, agents and/or contractors arising out of its or their denial of your access to the Rode virtual platform.

You understand, acknowledge and accept that access to the Rode virtual platform's functionality may be limited until such time as the verification process has been successfully completed.

SERVICES, PRODUCTS AND/OR PUBLICATIONS

Your use of any service, product and/or publication offered on or through the Rode virtual platform will be subject to the specific terms and conditions pertaining thereto, as well as these terms and conditions of use, where appropriate. To the extent there is any conflict between the two, the specific terms and conditions will prevail.

You understand and accept that Rode may amend, in its sole and absolute discretion, from time to time, the prices and charges, as well as the packages or content of any and all services, products and/or publications, without any notice to you.

LIVE INFORMATION ON THE RODE VIRTUAL PLATFORM

Other organisations', businesses' and/or individuals' information may be used from time to time on the Rode virtual platform. As Rode has no control over third party information it does not and cannot warrant or guarantee that such information is correct or suitable for anything. As such, Rode is not directly or indirectly responsible for any loss of whatsoever nature or kind that may follow or arise from you relying on such other organisation's, businesses' and/or individuals' information.

All live information is delayed unless otherwise specifically stated. You should always update or "refresh" your screen to make sure that you are looking at the latest information.

LINKS TO OTHER WEBSITES

The Rode virtual platform may from time to time link to other websites or mobisites only as a convenience. The inclusion of any link does not imply Rode's endorsement of such sites, services, products or persons. Whilst Rode uses all reasonable precautions to only link to trustworthy parties or systems it cannot be responsible for such information or the security of other websites or mobisites. Any link to any other information, website, mobisite, person or business, does not mean that Rode has checked or approved of them.

Rode gives no warranty about any other website, mobisite, software or hardware, including their security or performance. You hereby waive (meaning to give-up) any claim you may have against Rode for any loss or damage of whatsoever nature or kind you may suffer because you link or connect to any other website or mobisite.

USE OF THIRD PARTY CONTENT

Rode may, from time to time, in addition to any link, host or provide third party content on the Rode virtual platform for your convenience.

Rode does not, and does not undertake to, review or control any third party website or mobisite that links to or from the Rode virtual platform (nor is it under any obligation to do so). Rode is not and will not be responsible for the content of any third party site displayed or quoted on or linked to or from the Rode virtual platform as Rode has no editorial control over such content.

Opinions, statements, offers or any other information that may constitute third party content remain that of the third party and not of Rode, its affiliates or any of their shareholders, directors, officers, employees or agents. Rode, its shareholders, affiliates, directors, employees, professional advisers or agents do not guarantee the accuracy, completeness, fitness for purpose and/or usefulness of any third party content.

It is your responsibility to evaluate third party content available on and through the Rode virtual platform.

Rode and its affiliates, and their shareholders, directors, and employees are not liable for any loss, damage or harm caused by your reliance on third party content obtained on or through the Rode virtual platform. Before making any decision or placing any reliance on third party content provided on or through the Rode virtual platform, you should take all further reasonable steps to ensure and verify the accuracy of such content.

DEALINGS WITH THIRD PARTIES

Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to the Rode virtual platform is entirely at your own risk and is solely between you and such third party, including, without limitation, the acquisition, disposal, payment and/or delivery of any goods, products or services.

You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with those third parties.

Rode will not be responsible or liable for any damages or loss caused or which you allege Rode has caused by, arising from or in connection with your interaction, correspondence or business dealings with



such third parties – it being specifically understood and accepted, by you, that such third parties are not Rode’s agents.

PERMISSION FOR LINKING TO THE RODE VIRTUAL PLATFORM

You may not create any kind of link or reference to the Rode virtual platform without first obtaining Rode’s written permission, which it may refuse or grant on certain conditions. Links that need permission include hyperlinks (automatic links in text), deep links (that bypass the Rode virtual platform’s home page), frames, meta tags or any similar reference, electronic or otherwise.

Any request for linking to the Rode virtual platform must be sent to: info@rodedia.co.za. Whilst every effort will be made to answer as soon as possible, if, however, you do not receive a response, in writing, within 5 (five) business days, it means, unless otherwise agreed to in writing by Rode, that Rode denied your request.

It is likewise expressly prohibited for any person, business, entity, mobisite or website to frame any page on the Rode virtual platform, including the home page, in any way whatsoever, without the prior written approval of Rode.

SCRAPING AND SEARCHING TECHNOLOGY

The use of non-malicious scraping technology, such as, but not limited to, “automated tools or scripts”, to access web pages to retrieve desired data or information from the Rode virtual platform is not permitted without Rode’s prior written consent.

The use of non-malicious search technology, such as, but not limited to, “web-crawlers” or “web-spiders”, to search and gain information from the Rode virtual platform is not permitted without Rode’s prior written consent.

BEWARE DISCLAIMER - TRANSMISSION OF INFORMATION

You acknowledge that information transmitted via the Internet, including without limitation, electronic mail, is susceptible to monitoring and interception. You are accordingly discouraged from transmitting to Rode any information that may be personal, private, confidential, proprietary or sensitive.

You will bear all risk of transmitting such information.

Under no circumstances will Rode or any of its shareholders, officers, directors, employees, professional advisers and the like be liable for any loss, harm or damage suffered by you as a result of any electronic mail or transfer of information.

Rode will have the right to request independent verification of any information transmitted electronically and you, by these terms and conditions, authorise and consent to such verification should Rode deem it necessary.

Any information or material sent to the Rode virtual platform will be deemed not to be personal, private, confidential, proprietary or sensitive, unless otherwise agreed in writing by you and Rode.

ELECTRONIC COMMUNICATIONS

By using the Rode virtual platform or communicating with Rode by electronic means, you consent and acknowledge that any and all agreements, notices, disclosures or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be “in writing”.

No term or provision contained in these terms and conditions is to be interpreted or construed so as to exclude any rights granted by Chapter VII of the ECT Act, to any natural person who enters or intends entering into an electronic transaction on or through the Rode virtual platform.

SECURITY

You are expressly prohibited from gaining or attempting to gain unauthorised access to any page on or part of the Rode virtual platform, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to the Rode virtual platform. If you deliver or attempt to deliver any unauthorised, damaging or malicious code to the Rode virtual platform or attempt to gain unauthorised access to any page or part of the Rode virtual platform a complaint will be laid against you to be criminally charged and, and in the event Rode suffers any damage or loss, a civil damages claim will be proceeded with against you.

You are solely responsible for maintaining the confidentiality and security of your user name, password and/or account, if and where applicable, accepting full responsibility, accountability and liability for all activities that occur under your name and to this extent:

- you are responsible for maintaining and promptly updating the registration data and any other information you provide Rode, thereby keeping it current, accurate and complete;
- if you believe the security of your account has been compromised in any way, you must immediately notify Rode on info@rodedia.co.za;
- if you believe that information or content published on the Rode virtual platform infringes on any persons' rights in any way, you must immediately notify Rode on info@rodedia.co.za; and
- you will be held fully responsible for any misuse or compromise to your account which Rode was not properly and timeously notified of.

CODE OF CONDUCT

You may not use the Rode virtual platform or any of the Rode virtual platform's material for or in conjunction with any illegal, unlawful, unethical or immoral purpose or as prohibited by these terms and conditions.

You undertake to comply with all the laws, rules and regulations regarding online conduct in the Republic of South Africa and, to the extent you are using the Rode virtual platform outside of the Republic of South Africa, you are to also comply with the laws, rules and regulations of your country.

In the event that you link to any page on the Rode virtual platform or are permitted in writing by Rode to frame the Rode virtual platform or any of the pages on the Rode virtual platform or any part thereof, in any way whatsoever, you:

- undertake to acknowledge Rode and the specific reference, if applicable, as your source;

- do so at your own risk; and
- hereby indemnify Rode against any loss, liability (including but not limited to costs, fees and expenses) or damage that may arise as a result of the use of content, products and/or services from the Rode virtual platform.

You undertake to adhere to generally acceptable Internet and electronic mail etiquette. In this regard, without limitation to the examples listed below, you undertake not to:

- engage in any abuse of electronic mail or spamming, including (without limitation) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
- engage in any activity intended to entice, solicit or otherwise recruit users of the Rode virtual platform to join an organisation except where such activities are expressly authorised, in writing, by Rode and permitted in terms of the laws of the Republic of South Africa and, if you are accessing the Rode virtual platform from another country, the laws also of your country;
- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the products and/or services, including but not limited to phishing;
- impersonate any other person or use a false or unauthorised name so as to create a false identity and/or electronic mail address or to misrepresent the origin or identity of any communication to the Rode virtual platform and/or its owner;
- modify, access or make available any data stored on a computer device which has been accessed through the Rode virtual platform;
- make available or upload files that contain software or any other material not owned by or appropriately licensed to you;
- use the Rode virtual platform, products and/or services to post or transmit, by means of listings, reviews, comments, suggestions, ideas, questions or otherwise, anything which is unlawful, immoral, unethical, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexually explicit or which carries child pornography, religious or racial slurs, racially, ethnically or otherwise objectionable in any way or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
- use the Rode virtual platform, products and/or services to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
- use the Rode virtual platform, services, products and/or publications in a manner that may infringe the intellectual property rights (for example copyright, patents or trademarks) or other proprietary rights of others, including (without limitation) the transmission of pirated software;
- use the Rode virtual platform, services, products and/or publications in any manner which could damage, impair, overburden or disable the Rode virtual platform and/or the services, products and/or publications or interfere with any other person's use or enjoyment of the services, products and/or publications;

- introduce, post or transmit anything which contains viruses, trojan horses, computer code, malware, instructions, devices or any other materials that are designed to disrupt, disable, harm or otherwise impede, in any manner, the operation of the Rode virtual platform and/or the services, products and/or publications, regardless of whether or not damage is intended;
- gather electronic mail addresses and/or names for commercial, political, charitable or like purposes or use the Rode virtual platform, services, products and/or publications to collect or attempt to collect personal information about third parties without their knowledge or consent;
- violate the privacy of any person or attempt to gain unauthorised access to the Rode virtual platform, services, products and/or publications or any other website or network, including (without limitation) through hacking, password mining, phishing, or any other means;
- use the Rode virtual platform, services, products and/or publications to engage in any illegal or unlawful activity;
- use any bot, spider, other automatic device, tool or technology, or manual process or similar data gathering and extraction tools to monitor or copy portions of the Rode virtual platform for any personal or commercial use or gain;
- use any meta tags or other “hidden text” utilizing the Rode names or trademarks, without the prior written consent of Rode;
- frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of Rode and its affiliates, without the prior written consent of Rode;
- collect or use any listings, descriptions or price lists from the Rode virtual platform for the benefit of a competing merchant that supplies services, products or publications comparable to those advertised on the Rode virtual platform; and/or
- act in any way which may, could or does impose an unreasonable or unusually large load of traffic on the

Rode virtual platform, or otherwise interferes with its proper and timely functioning.

Should you engage in any one or more of the above practices, Rode will be entitled, without prejudice to any other rights it may have, to:

- without notice, suspend or terminate your access to the Rode virtual platform, services, products and/or publications;
- charge, invoice and reclaim from you all reasonable costs it has incurred pursuant to or arising from your aforementioned activities, including (without limitation) bandwidth, administration costs, downtime, usage of name or registered domain name; and/or
- notwithstanding the Rode Privacy Policy, disclose any information relating to you, whether public or personal, to all persons affected by your actions.



SOFTWARE AND EQUIPMENT

It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and access accounts required to safely and securely access the Internet and the Rode virtual platform, as well as, to safely download content from the Rode virtual platform.

MONITORING OF COMMUNICATIONS

You hereby, subject to the provisions of the South African Regulation of Interception of Communications Act, 2002 (Act No. 70 of 2002), as amended, consent and permit Rode to intercept, block, filter, read, delete, disclose and use all and/or any communications you send, transmit to or post on or through the Rode virtual platform, as well as any electronic mail accounts or locations associated with Rode. It being specifically understood that your aforementioned consent satisfies the “writing” requirement prescribed in both of the South African Regulation of Interception of Communications Act, 2002 (Act No. 70 of 2002), as amended, and ECT Act.

INTELLECTUAL PROPERTY RIGHTS

Rode is the lawful owner of the Rode virtual platform, its content, and the “Rode” trademark, name, and brand, which are duly trademark registered in the Republic of South Africa.

You will not, through any use, registration or subscription, acquire any right, title or interest in or to the Rode virtual platform, its content and/or the “Rode” trademark, name, and brand, including but not limited to its database, software, tools, algorithms and systems.

All intellectual property displayed, appearing or used on or incorporated in the Rode virtual platform or the visual appearance thereof, including but not limited to, information, data, research, documents, texts, reports, illustrations, drawings, images, photographs, visuals, video or audio sequences, animated sequences, graphics, names, trademarks, logos and codes are the exclusive property of, belong to and are owned by Rode or, where so expressly stated, third parties.

Except as specifically provided for on the Rode virtual platform or in writing by Rode, any reproduction, distribution, replication or retransmission of any information, data, document, report, text, illustration, drawing, image, photograph, visual, video or audio sequence, animated sequence, graphic, logo, trademark, name and/or code contained on the Rode virtual platform is strictly prohibited. To the extent written permission is granted by Rode to any reproduction, distribution, replication or retransmission as contemplated above, same will be for personal use and not for profit, material, commercial or financial gain. All reproductions must be accurate and not used in a misleading context. If any material is being republished the material or issuing it to others, must acknowledge its source, copyright status and date of publication.

Any permission to reproduce the copyright, patent or trademark protected material or intellectual property does not extend to any material on the Rode virtual platform that is identified as being the copyright, patent or trademark of a third party. Authorisation to reproduce such material must be obtained from the copyright, patent or trademark holder concerned.

Notwithstanding any other term above, the specific copyright, patent and trademark terms that apply to the Rode services, products and/or publications will apply in addition to these terms and conditions.



Placing references to the Rode virtual platform on other websites or mobisites without the prior written consent of Rode is strictly prohibited.

The Rode virtual platform, its content and the services, products, publications, “Rode” trademarks, names, and brands, items, marks and designs used, displayed or appearing hereon are protected by *inter alia* the South African common law, the South African Copyright Act, 1978 (Act No. 98 of 1978), as amended, the South African Designs Act, 1993 (Act No. 195 of 1993), as amended, the South African Patents Act, 1978 (Act No. 57 of 1978), as amended, the South African Trade Marks Act, 1993 (Act No. 194 of 1993), as amended, The TRIPPS Agreement, The Berne Convention for the Protection of Literary and Artistic Works of 1886, The Paris Convention for the Protection of Industrial Property of 1883 and the Patent Co-operation Treaty of 1970. Any breach of copyright, trademark, patent and/or any other infringement of Rode’s intellectual property rights will result in Rode having the right to *inter alia* claim relief by way of damages, an interdict and the delivery-up of the infringing copies or reproductions. In addition, an infringement will constitute a criminal offence resulting in the payment of a fine or imprisonment.

All rights not expressly granted are hereby reserved. Notwithstanding that Rode grants to you, by means of these terms and conditions, a personal, revocable, non-exclusive, non-assignable and non-transferable license to use, print and display specific content, information, software or files on any machine of which you are the primary user for non-commercial purposes, the intellectual property rights in all content, information, services, products, publications and/or software vesting will continue to vest in Rode and no right, title or interest in any proprietary material or information contained on the Rode virtual platform is granted to you. Nothing on the Rode virtual platform is or constitutes a licence (permission) to use any trademark, patent or copyright for any other purpose without first obtaining written permission from Rode or any other party that has rights to the intellectual property.

You are prohibited from sublicensing, assigning or transferring the license to any person.

Any unauthorised copying and/or sublicensing, or attempt at copying and/or sublicensing, assignment or transfer of the rights herein, shall result in the immediate termination of the agreement by and without notice from Rode.

You are responsible for the use of the information, content, services, products and/or publications accessed through your user account, which may be determined *inter alia* by cookies, passwords or authentication certificates.

You hereby ratify, guarantee and undertake to be personally liable for any and all obligations entered into or assumed by others who use the information, content, services, products and/or publications through your user account.

You retain your copyright and/or your full right, title and interest in and to the content which you submit to the Rode virtual platform which includes, without limitation, comments posted on the Rode virtual platform, but such content, where applicable, is, must be and will be deemed to be licensed by you to Rode for use on the Rode virtual platform under a Creative Commons Attribution 2.5 ZA License.

DISCLAIMERS

Nothing on the Rode virtual platform may or shall be regarded or taken as financial, investment or property advice. All information, articles and reports may not be relied upon as financial, investment or property advice.

This site is provided on an “**as is**” and “**as available**” basis”.

To the fullest extent permissible by law and subject to the provisions of the CPA, Rode makes no representations and provides no warranties of any kind, express or implied, with respect to the Rode virtual platform and/or its content, and disclaims all representations and warranties.

In addition to the above general disclaimer, Rode makes no representation and gives no warranty, undertaking or term, express or implied, as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from or of viruses, bombs, trojans, time locks, data code or harmful mechanisms, which could corrupt or affect the operation of the Rode virtual platform or its content.

You understand and accept that the functions and/or information contained on the Rode virtual platform will not necessarily:

- meet your requirements;
- operate in every combination selected by you for use;
- be uninterrupted, timely, secure or error free or that any defects or errors will be corrected or that the Rode virtual platform or the server that makes it available is free of viruses or other harmful components; and
- provide specific results from the use thereof or any content, search or link within them or that the results that may be obtained from the use of the Rode virtual platform will be accurate or reliable.

To the fullest extent permissible under law, your use of the Rode virtual platform and reliance on any information, services, products, publications and/or materials available on or procured or accessed through the Rode virtual platform is entirely at your own risk.

Although all reasonable steps are taken to verify information presented on the Rode virtual platform, Rode does not represent or warrant that any service, product, publication, report, advice, opinion, statement, data or other information contained in, displayed on, linked to or distributed through the Rode virtual platform is applicable to or suitable for application to any specific scenario or set of circumstances - any reliance upon any such service, product, publication, report, opinion, advice, statement, data or information will be at your sole risk.

Rode will be entitled, but not obliged, at any time and from time to time, to correct any errors or omissions in any portion or part of the Rode virtual platform, including, without limitation, any report or information.

To the fullest extent permissible by or in law, but subject to the provisions of the CPA, if and where applicable:

- under no circumstances whatsoever, including as a result of any negligent act or omission of or by Rode’s agents or contractors, will Rode, its agents or contractors be liable for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (including without limitation, loss of profits), damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), resulting from your use of or inability to use the Rode virtual platform or any information, service, product and/or publication hereon or hereof; and/or
- no claim or legal action arising out of, or related to, the use of the Rode virtual platform, any information, service, product and/or publication hereon or hereof or these terms and conditions

may be brought by you more than 3 (three) years after the cause of action relating to such claim or legal action arose.

To the fullest extent permitted in law and notwithstanding any other provision of these terms and conditions, the total collective and aggregate liability of Rode, its shareholders, directors, employees, professional advisers and/or agents, for and/or in respect of any claim of whatsoever nature, directly or indirectly, under, by virtue, as a result or consequence of, pursuant to and/or arising from these terms and conditions, the use of the Rode virtual platform and any service, product, publication and/or otherwise shall be limited to and not exceed two times the total compensation paid and/or to be paid by you to Rode during the financial year during which the cause of action arose or arises, as the case may be ("**Limited Claim**").

The limitation provided for herein is for any and all claims, liabilities, expenses, warranties and/or indemnities:

- howsoever arising;
- of whatsoever nature or kind;
- on whatever legal principle or basis of Law;
- for any and all types of damages or delict of whatsoever nature, including but not limited to direct, indirect, consequential, special, incidental, punitive, exemplary loss and/or loss of profits;
- for any and all costs, including but not limited to professional fees, such as attorneys' fees, advocates' fees and expert-witnesses' fees and attendant expenses and disbursements, including but not limited to travel and accommodation, plus Value Added Tax ("**VAT**") thereon;
- whether caused by Rode or any of its associated companies, sub-contractors, professional advisers and/or agents; and/or
- for any claim or claims that may be brought, individually or collectively, by you and/or in conjunction with another person.

You hereby waive any and all of your rights to claim any amount in excess of the Limited Claim.

The limitation of liability provided for herein will not be applicable in the event Rode, its associated companies, directors, employees, sub-contractors, professional advisers, and/or agents have caused the damage by fraud, intentional misconduct or gross negligence.

In determining the liability of Rode, the court or the arbitrator, as the case may be, must and will limit the liability of Rode to that portion of the loss or damage suffered by you which can be ascribed to Rode by such court or arbitrator allocating a proportionate responsibility, having regard to the contribution to your loss or damage in question or that of any other person, based upon relative degrees of fault, with the provisions of Section 1 of the South African Apportionment of Damages Act, 1956 (Act No. 34 of 1956), applying to all claims, with the terms "*breach of contract*", "*gross negligence*", "*damages*" or "*losses*" falling within the definition or meaning of the words "*fault*" and "*damage*" in the aforestated Act.

Any and all claims under, by virtue, as a result or consequence of, pursuant to and/or arising from these terms and conditions, use of the Rode virtual platform, any service, product, publication and/or otherwise must be made within 3 (three) years of the date on which you or such other person becomes aware or ought reasonably to have become aware of the circumstances giving rise to a claim or potential claim against Rode.



No claim may be brought personally against any individual shareholder, director, officer, employee, professional adviser or agent, as the case may be.

Nothing herein contained will be construed as in any way reducing or affecting a person's general duty to mitigate any loss suffered or to be suffered by that person.

INDEMNITY

You hereby undertake to indemnify and keep indemnified Rode and its associates and their respective shareholders, officers, directors, employees, professional advisers, agents or contractors or other persons to whom, in law, they may be liable or become liable (in whose favour the above constitutes a stipulation for the benefit of another) from and against any loss, damage, liability, claim or demand due to or arising out of your use of the Rode virtual platform or your breach of these terms and conditions.

DISPUTES

In the event that any claim, matter or dispute arises between you and Rode arising out of or in connection with your use of the Rode virtual platform or any service, product and/or publication, such claim, matter or dispute may, at Rode's election, be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the aforementioned Foundation.

A dispute will be deemed to have been referred or subjected to arbitration when Rode gives written notice to you of the dispute, demands an arbitration and requests consensus on an arbitrator.

The arbitrator will have the power to give default judgment if either you or Rode fails to make submissions on the due date therefore and/or fails to appear at the arbitration hearing.

The evidence in the arbitration proceedings and any order made by any arbitrator will and must be kept confidential unless otherwise contemplated in these terms and conditions.

Either you or Rode will be entitled to have an arbitration award made an order of court by a South African court of competent jurisdiction.

Notwithstanding the above, you or Rode will be entitled to institute action in any South African court of competent jurisdiction to obtain urgent interim relief or to collect any outstanding debts due and payable by either you or Rode. The arbitration provisions of these terms and conditions are severable from the rest of these terms and conditions and will remain in effect even if these terms and conditions are terminated for any reason whatsoever.

GENERAL LEGAL ISSUES

As the Rode virtual platform is controlled, managed and maintained from the Republic of South Africa these terms and conditions will be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

You irrevocably and unconditionally consent:

- to the jurisdiction of the Magistrates Court where Rode's head office is located even though the value of your claim may exceed the ordinary monetary jurisdiction of the Magistrates Court; and/or



- submit to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town or its successor in name or title, as the case may be.

Rode chooses the address stipulated at the commencement of these terms and conditions for all communication purposes under these terms and conditions of use, whether in respect of court process, notices or other documents or communications of whatsoever nature. You chose the addresses given in your registration data, if applicable.

All Notices and other forms of communication or correspondence by and between you and Rode must either be by:

- physical or hand delivery made by a duly authorized representative giving such notice or delivering such correspondence; or
- means of a courier service; and
- virtually by means of electronic mail or a court sanctioned online platform, but which will exclude Facebook, WhatsApp, Telegram, Instagram, TikTok and other similar social media platforms.

If you breach any of these terms and conditions, Rode will be entitled, but not obliged, to immediately, automatically and without notice to you, terminate your use of the Rode virtual platform, and/or prohibit your future use of the Rode virtual platform, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief and/or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising.

Upon termination of these terms and conditions, all rights which may have been granted to you pursuant hereto, will immediately and automatically revert to Rode.

These terms and conditions and the agreement will be deemed to have been concluded in Cape Town at the time you access the Rode virtual platform for the first time.

Data messages addressed by you to Rode will be deemed to have been:

- received if and when responded to; and
- sent by you within the geographical boundaries of the Republic of South Africa.

You will be deemed to have received data messages addressed to you by Rode as prescribed in section 23(b) of the ECT Act, namely when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.

Notwithstanding any other provision of these terms and conditions, electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and Rode.

You warrant that all data messages that you send to Rode from a computer, Internet Protocol address or mobile device normally used by you, was sent and/or authorised by you personally.

Save for the Rode Privacy Policy and the Rode Subscription Licence Agreement, these terms and conditions constitute, to the fullest extent permissible by law, *prima facie* proof (meaning in the absence of further evidence) the whole agreement between you and Rode relating to your use of the Rode virtual platform.



No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these terms and conditions which Rode may show, grant or allow you will operate as an estoppel (meaning to prevent or deny Rode from taking action) against you in respect of its rights under these terms and conditions nor will it constitute a waiver by Rode of any of its rights and Rode will not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which may arise in the future.

Nothing in these terms and conditions will create any relationship of agency, partnership or joint venture between you and Rode and you cannot and hereby undertake not to hold yourself out as our agent or partner or as being in a joint venture with Rode.

To the extent that any provision of these terms and conditions is held to be illegal, invalid or unenforceable for any reason, such provision will be deemed to be *pro non scripto* (meaning as though it had not been written), but without affecting or invalidating any of the remaining provisions of these terms and conditions, which will continue to be of full force and effect.

Rode may, at any time, legally assign any or all of its rights and obligations under these terms and conditions, without giving you notice.

Rode may collect, store, use and process certain personal and other information about you and otherwise in accordance with Rode's Privacy Policy.

Rode's Privacy Policy is incorporated by reference into and as part of these terms and conditions. They can be viewed and read by clicking on the link in the footer "**PRIVACY POLICY**". To the extent you use or continue to use the Rode virtual platform, you signal your acceptance of and are deemed to have agreed to the terms and conditions of Rode's Privacy Policy.

As these terms and conditions focus on the Rode virtual platform and the use thereof, they are incorporated into Rode's Subscription Licence Agreement such that they become additional terms and conditions of Rode's Subscription Licence Agreement.