

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These are the terms and conditions of Eazi Access Investments (Pty) Ltd (Registration number 2015/309509/07) and its subsidiaries (hereinafter referred to as “we”; “us” or “Eazi Access”) and shall govern the use of the Eazi Access website.
- 1.2. By using Eazi Access’ website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part thereof, you must not use this website.
- 1.3. If you are under 18, you will need to get your parent(s)/guardian(s) permission before contacting and/or interacting with us on this website.
- 1.4. Where use of the website is subject to the Protection of Personal Information Act of 2013 (POPIA) or where any references to POPIA are made in terms of this Disclaimer, then conformance with the Act shall be limited to the Eazi Access’ South African Registered Companies or otherwise as determined by POPIA. See our Data Privacy Policy on this website.
- 1.5. When you use our websites, mobile applications, and online services (the “Site”), we may store cookies on your web browser. Other third parties you choose to visit may do the same. This Cookie Policy explains what a cookie is, how you can manage your cookies, and what kind of cookies may be on our sites.

2. WHAT IS A COOKIE AND WHY DO WE USE THEM?

- 2.1. Cookies are small pieces of text. They are provided by most websites and stored by your web browser on the computer, tablet, phone, or other device that you are using. Cookies serve many purposes. They can help a website remember your preferences, learn which areas of the website are useful and which areas need improvement, and provide you with targeted advertisements or personalised content. Sometimes, cookies are enabled when pixels are placed on a website.
- 2.2. Pixels are also referred to as web beacons, clear gifs, and tags. They enable websites to read and place cookies.
- 2.3. First-party cookies and third-party cookies - Cookies can be first-party or third-party. A first-party cookie is one that you receive directly from Eazi Access, when visiting our Site. A third-party cookie is one that you have received from another party, such as Google, LinkedIn, Facebook, or YouTube. We do not control what third parties do on other sites. However, we may work with certain third-party providers such as Google, LinkedIn, Facebook, or YouTube to permit their cookies to function through our Site so we can learn more about your web experience on our Site and better personalise our services for you.
- 2.4. Persistent and session cookies - A persistent cookie is a cookie that is stored by the web browser on your device until it expires, or you delete it. The expiration of a persistent cookie is determined by the creator of the cookie and can be upon a certain date or after a length of session time has passed. This means that, for the cookie's entire lifespan, its information will be transmitted to the creator's server every time the user visits the website that it belongs to, or another website configured to check for that cookie (such as an advertisement placed on that website). For this reason, persistent cookies are also called “tracking cookies.”



- 2.5. A session cookie is created temporarily on your device for use by a website during your visit. This type of cookie may store information you enter and track your activity within the website. A session cookie is deleted after you leave the website or when the web browser is closed. A good example of a session cookie is the shopping cart on an e-commerce site. The session cookie stores the items that you add to your cart, so they are not forgotten while you view products on other pages of the website. Using a session cookie, the items will all be in the cart when you go to the checkout page.
- 2.6. We use cookies for the following purposes:
 - 2.6.1. authentication– Eazi Access uses cookies to identify you when you visit our website and as you navigate it;
 - 2.6.2. status– Eazi Access uses cookies to help us to determine if you are logged into our website;
 - 2.6.3. personalisation– Eazi Access uses cookies to store information about your preferences and to personalise our website for you;
 - 2.6.4. security– Eazi Access uses cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally;
 - 2.6.5. analysis – Eazi Access uses cookies to help us to analyse the use and performance of our website and services.

3. HOW DO I MANAGE COOKIES?

- 3.1. Most web browsers let you choose whether to accept cookies. Most also let you delete cookies already set. The choices available, and the mechanism used, will vary from browser to browser. Such browser settings are typically found in the “options”, “tools” or “preferences” menu. You may also consult the browser’s “help” menu. For example:
 - [Cookie settings in Internet Explorer](#)
 - [Cookie settings in Firefox](#)
 - [Cookie settings in Chrome](#)
 - [Cookie settings in Safari](#)
- 3.2. There are online tools available for clearing all cookies left behind by the websites you have visited, such as www.allaboutcookies.org. Usually, deletion of cookies will anonymise the information associated with the pixel and a website will not receive any further associated information.

4. WHAT KIND OF COOKIES MAY WE USE?

The Site may use Strictly Necessary Cookies, Performance Cookies, Functional Cookies, Targeting Cookies and Social Media Cookies. Any of these may be first-party cookies or third-party cookies, persistent or session. Please reference Section 3 of this Cookie Policy for information on how to manage these cookies through your browser.

- 4.1. Strictly Necessary Cookies: These are cookies without which you would not be able to use this Site. For example, Strictly Necessary Cookies adjust the Site data transmitted to match your Internet connection, get you to the secure versions of the Site, and help provide services you specifically request. If you set your browser to block these cookies, some



parts of the Site will not work. Strictly Necessary Cookies do not store any Personal Information.

- 4.2. Performance Cookies: We use these cookies to count visits and traffic sources, to measure and improve Site performance. They help us to know which pages are the most and least popular and see how visitors move around the site. Performance Cookies do not store any Personal Information.
- 4.3. Functional Cookies: These cookies allow the Site to remember choices you make and provide enhanced functionality and more personalised features. Depending on context, Functional Cookies may store certain types of Personal Information as needed to provide functionality.
- 4.4. Targeting Cookies. Targeting cookies help us manage and display our advertisements, based on your activity on the Site and other sites; this is known as interest-based advertising. Targeting cookies mainly rely on uniquely identifying your browser and internet device. We have partnered with the Network Advertising Initiative (“NAI”) to better serve users’ preferences, and by visiting their website at http://www.networkadvertising.org/managing/opt_out.asp, you can learn more about NAI members who deliver tailored online ads and your choices to opt-out of receiving them. Opting out of interest-based advertising does not mean you will no longer see advertising online, but it does mean that the companies from which you opt out will no longer show ads that have been tailored to your interests.
- 4.5. Social Media Cookies: Social Media Cookies make social sharing easier for you, provide you with tools to connect with the Site, and help us better understand both the audience for the Site and the effectiveness of our social media outreach. These are third-party cookies. Your choices with respect to such cookies are determined by the social media platforms on which you have accounts.

5. COPYRIGHT NOTICE

- 5.1. Copyright© 2024 Eazi Access Investments (Pty) Ltd.
- 5.2. Subject to the express provisions of this notice, Eazi Access, together with our licensors, own and control all the copyright and other intellectual property rights on our website and the material on our website.
- 5.3. All the copyright and other intellectual property rights on Eazi Access’ website and the material on our website are reserved.
- 5.4. Copyright License
 - 5.4.1. You may:
 - 5.4.1.1. view pages from our website in a web browser;
 - 5.4.1.2. download pages from our website for caching in a web browser;
 - 5.4.1.3. stream audio and video files from our website;
 - 5.4.2. Other than as specifically allowed by the other terms and conditions in this notice, you may not download or print any material from our website.
 - 5.4.3. You may only use our website for your own requirements relating to the procurement of our products or services. You may not use our website for any other purposes such as commercial benefit.
 - 5.4.4. Except as expressly permitted by this notice, you may not edit or otherwise modify any material on our website.



6. INTELLECTUAL PROPERTY AND RESTRICTIONS ON USE

- 6.1. This website contains information, which is owned by and licensed to Eazi Access, including but not limited to text, design, layout, graphics, organisation, magnetic translation, digital conversion, and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication, or any other use other than in accordance with the next paragraph is strictly prohibited.
- 6.2. You are granted a non-exclusive, non-transferable, revocable license to access and use this website strictly in accordance with these terms and conditions; to use this website solely for the procurement of our products or services; to download or print out information from the website solely for the procurement of our products or services, provided that all copyright and other intellectual property notices therein are unchanged.
- 6.3. Links - You may not create a link from a malicious or undesirable website to this website.

7. LICENSE TO USE WEBSITE

- 7.1. Unless you own or control the relevant rights in the material, you may not:
 - 7.1.1. republish material from Eazi Access' website (including republication on another website);
 - 7.1.2. sell, rent or sub-license material from our website;
 - 7.1.3. exploit material from our website for a commercial purpose;
 - 7.1.4. redistribute material from our website.
- 7.2. We reserve the right to limit access to parts of our website, or even the website in its entirety, at our discretion. You may not circumvent or attempt to circumvent any access control mechanisms on our website.

8. UNACCEPTABLE USE

- 8.1. You may not:
 - 8.1.1. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, or accessibility of the website;
 - 8.1.2. use our website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;
 - 8.1.3. use our website to copy, host, transmit, publish, or distribute any material which consists of (or is linked to) any malicious computer software;
 - 8.1.4. access or scrape our website with any robot, spider, or other automatic methods, except for the purpose of indexing search engines;
 - 8.1.5. use data gathered by our website for any direct marketing activities (including without restriction direct mail, email, telephone, or SMS marketing).
- 8.2. You must ensure that all information you give us through our website, or in relation to our website, is true, accurate, updated, complete and non-misleading.

9. LIMITED WARRANTIES

- 9.1. We do not warrant or represent:
 - 9.1.1. the completeness or accuracy of the information or advice published on our website;
 - 9.1.2. that the material on the website is up to date; or
 - 9.1.3. that the website or any service on the website will remain available.



- 9.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time at our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 9.3. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website, and the use of our website.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1. Nothing in these terms and conditions will:
 - 10.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
 - 10.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - 10.1.3. limit any liabilities in any way that is not permitted under applicable law; or
 - 10.1.4. exclude any liabilities that may not be excluded under applicable law.
- 10.2. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 10.3. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- 10.4. We will not be liable to you in respect of any loss or corruption of any data, database, or software.
- 10.5. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 10.6. We will not be liable to you in respect of any special, indirect, or consequential loss or damage.
- 10.7. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity.
- 10.8. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

11. BREACHES OF THESE TERMS AND CONDITIONS

- 11.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - 11.1.1. send one or more formal warnings to you;
 - 11.1.2. temporarily suspend your access to our website;
 - 11.1.3. permanently prohibit you from accessing our website;
 - 11.1.4. block computers using your IP address from accessing our website;
 - 11.1.5. contact any or all of your internet service providers and request that they block your access to our website;
 - 11.1.6. commence legal action against you.
- 11.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation, creating and/or using a different account).



12. VARIATION

- 12.1. We may revise these terms and conditions from time to time.
- 12.2. The revised terms and conditions will be applicable for the use of our website from the date of publication on this website.
- 12.3. You hereby relinquish any right you may have had, to be informed of any changes having been made to these terms and conditions.
- 12.4. If you do not agree to the revised terms and conditions, you must stop using our website.

13. ASSIGNMENT

- 13.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 13.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise, deal with any of your rights and/or obligations under these terms and conditions.

14. SEVERABILITY

- 14.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 14.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. THIRD-PARTY RIGHTS

- 15.1. A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- 15.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

16. JURISDICTION

- 16.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 16.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

17. OUR DETAILS

- 17.1. This website is owned and operated by Eazi Access.
- 17.2. We are registered in South Africa under registration number 2015/309509/07; and our registered office and principal place of business is at Allandale Offices, 23 Magwa Crescent, Waterfall City, 2090.

18. YOU CAN CONTACT US:

- 18.1. By post, to Postnet Suite 265, Private Bag X121, Halfway House, 1685.
- 18.2. By telephone, on 086 100 3294 or by email info@eazi.co.za.

19. UPDATES TO THIS COOKIE POLICY

- 19.1. We may change this Cookie Policy at any time.



- 19.2. Please review the “DATE OF LAST REVIEW” legend at the bottom of this page to see the last revision date to this Cookie Policy.
- 19.3. Any changes in this Cookie Policy will become effective when the revised Cookie Policy is available on or through the Site.

DATE OF LAST REVIEW

02 February 2024

