

WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE ESCROW EUROPE WEBSITE, WEB PAGES OR ANY PART THEREOF. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE ESCROW EUROPE WEBSITE WITHOUT DELAY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "the Escrow Europe website" means the website, owned and operated by Escrow Europe and located at <http://www.escroweurope.co.za>, including any page, part or element thereof;
- b) "Escrow Europe" means Escrow Europe (Pty) Ltd, reg. no. 2003/021564/07;
- c) "User" means any person who enters or uses the Escrow Europe website, notwithstanding the fact that such a person only visits the home page of the Escrow Europe website;
- d) References herein to the singular includes the plural and vice versa; and
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the ECT Act. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

1. GENERAL

Escrow Europe provides professional escrow services that are used by a wide range of commercial and government enterprises for safeguarding their mission critical business processes. Originally established in 1989 in Amsterdam and subsequently as a network of affiliated international offices, the Escrow Europe branded group of companies provide neutral and independent Intellectual Property Escrow services.

The primary business involves managing software source code deposits on behalf of a growing number of beneficiary organisations - currently more than 15,000 within the Escrow Europe brand; worldwide.

The main reason for depositing software in escrow is to mitigate against operational risk; in particular, for safeguarding business continuity. However, the usefulness of the escrow arrangement may be seriously compromised if the software material on deposit is not confirmed as readable and complete on a regular, and technically consistent, basis.

Technical verification of the material on deposit is a basic requirement for professional escrow arrangements and Escrow Europe are world leaders in this field. Our goal is to provide the highest quality Intellectual Property escrow services to a broad range of companies and government agencies. Multinational suppliers, in particular, benefit from our worldwide "one deposit" escrow arrangements.

2. ALLOWED USE AND LICENSE

2.1 Escrow Europe licenses the User to view, download and print the content of the Escrow Europe website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.

2.2 Content from the Escrow Europe website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Escrow Europe.

2.3 Users may only access, browse and use the Escrow Europe website for legitimate personal or commercial purposes and may not use the Escrow Europe website or any Escrow Europe services and/or products for:

2.3.1 Harmful purposes;

2.3.2 Illegal purposes;

2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and/or

2.3.4 The creation, storage and sending of unsolicited commercial communications.

2.4 The caching of the Escrow Europe website shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Escrow Europe website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Escrow Europe.

2.5 If any User uses content from the Escrow Europe website in breach of the provisions detailed herein:

2.5.1 Escrow Europe reserves the right to claim damages from the User;

2.5.2 Escrow Europe reserves the right to institute criminal proceedings against the User; and

2.5.3 Escrow Europe shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the Escrow Europe website from any other source shall be directed at the home page of the Escrow Europe website. Links beyond the Escrow Europe home page may only be used with Escrow Europe's prior written consent.

2.7 Escrow Europe shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Escrow Europe website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Escrow Europe website. Persons that wish to link to pages beyond the home page of the Escrow Europe website without Escrow Europe's prior written consent shall do so at their own risk and indemnify Escrow Europe against any loss, liability or damage that may result from the use of such hyperlinks. Escrow Europe's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.8 Users may quote small and reasonable amounts of content available from the Escrow Europe website and only if such a quote is placed in inverted commas and acknowledged.

2.9 No person may, without the prior written consent of the Escrow Europe, frame the Escrow Europe website in any manner whatsoever.

2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Escrow Europe website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Escrow Europe website for any purpose whatsoever, without the prior written consent of the Escrow Europe.

2.11 E-mail addresses, names, telephone numbers and fax numbers published on the Escrow Europe website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Escrow Europe website may be used to communicate unsolicited communications to Escrow Europe and all rights detailed in 45 of the ECT Act are reserved.

2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Escrow Europe at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property on the Escrow Europe website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Escrow Europe and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Escrow Europe website are expressly reserved.

3.2 No person may use logos, icons or trade marks from the Escrow Europe website as hyperlinks or other purposes without Escrow Europe's prior written consent

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Escrow Europe website and/or download content from the Escrow Europe website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and downloads available from the Escrow Europe website may be classified as "electronic transactions" as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Escrow Europe has, amongst others, the duty to disclose the following information:

- 5.1 The full name and legal status of the website owner: Escrow Europe (Pty) Ltd, reg. no. 2003/02564/07;
- 5.2 Directors: Andrew Stekhoven:- Managing Director, Dick de Wilde, Peter Machimana- Directors
- 5.3 Street address: iXia House, 8 Levy Lane, Parel Vallei, Somerset West, 7130, South Africa;
- 5.4 Postal address: Postnet Suite # 306, Private bag x29, Somerset West, 7129, South Africa
- 5.5 Physical address for receipt of legal service: iXia House, 8 Levy Lane, Parel Vallei, Somerset West, 7130, South Africa
- 5.6 Telephone number: +27 (0)21 852 9365
- 5.7 Fax number: +27 (0)86 610 0782
- 5.8 VAT Registration Number: 4560211809;
- 5.9 Main business: As detailed in clause 1;
- 5.10 The website address of the Escrow Europe website is: <http://www.escroweurope.co.za>
- 5.11 The official e-mail address of the Escrow Europe website is: info@escroweurope.co.za;
- 5.12 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
- 5.12.1 access to the Escrow Europe website;
- 5.12.2 the inability to access the Escrow Europe website;
- 5.12.3 the services and content available from the Escrow Europe website; or
- 5.12.4 these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>; and
- 5.13 Cooling-off period: Users may return goods or services within 7 (seven) days as detailed in section 44 of the ECT Act and only if such goods or services are not detailed in section 42(2) of the ECT Act.

6. CHANGES AND AMENDMENTS

Escrow Europe reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 6.1 change these terms and conditions;
- 6.2 change the content and/or services available from the Escrow Europe website;
- 6.3 discontinue any aspect of the Escrow Europe website or service(s) available from the Escrow Europe website; and/or
- 6.4 change the software and hardware required to access and use the Escrow Europe website.

7. PRIVACY

7.1 Escrow Europe shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

7.2 Escrow Europe may electronically collect, store and use the following personal information of Users:

- 7.2.1 name and surname;
- 7.2.2 area code;
- 7.2.3 street address;
- 7.2.4 postal address;
- 7.2.5 title;
- 7.2.6 contact numbers;
- 7.2.7 organisation.