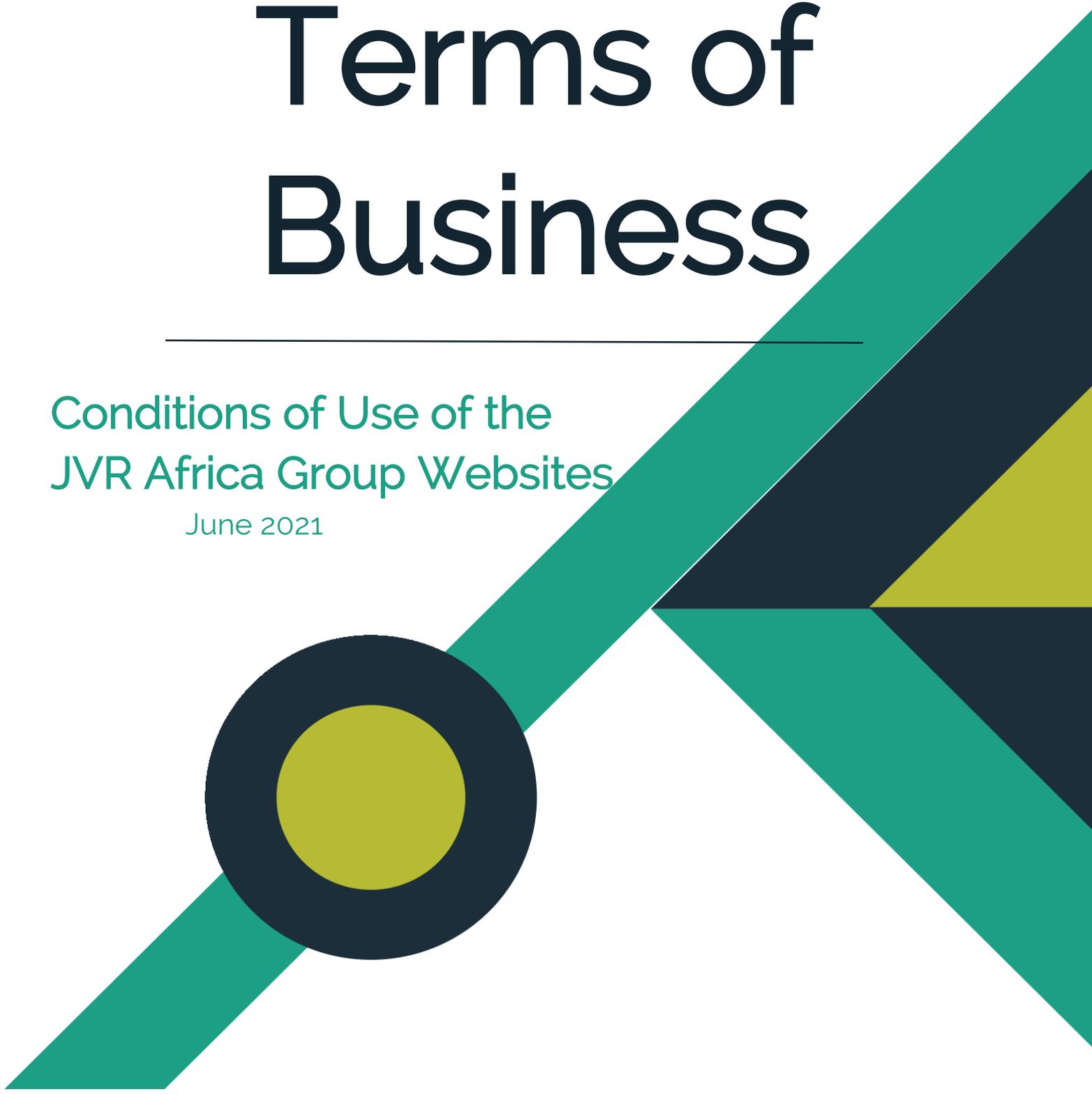


Terms of Business

Conditions of Use of the
JVR Africa Group Websites

June 2021





Conditions of Use of the JVR Africa Group Websites

1. Use of our Site

Your use of this Site and related JVR websites is subject to these terms of business. Please read the *Terms of Business* carefully before using any JVR Africa website (the Sites). By using the Sites, you indicate your agreement to be bound by these conditions and our Privacy Policy. If you do not agree with these conditions, please do not use the Sites.

Please note:

- We may change these conditions at any time without prior notice, therefore, please check them regularly.
- Certain services available through the Sites may be accessible only to users who have pre-registered for the applicable JVR services.
- Users are responsible for ensuring the security of any subscription and registration details provided to them by JVR, including usernames and passwords. Registration details may not be shared between multiple users. Any loss or theft of such details should be reported to JVR immediately in order for replacement usernames and passwords to be created.

2. Data Protection and Privacy

JVR is committed to protecting and respecting users' privacy as is specified in the South African Protection of Personal Information Act (POPIA), and to act in compliance with the professional ethics and best principles as formulated by the Health Professions Council of South Africa (HPCSA). For more information we refer you to the JVR Privacy and Security policies, also available on this Site. You can also contact the informationofficer@jvrafrica.co.za should you have any additional questions.

3. Definitions

Please refer to **Annexure A** for the list of definitions related to the JVR Africa Group Terms of Business.

4. Intellectual Property Rights

Except where otherwise indicated, the material and content on these sites are protected by copyright, database rights, and other intellectual property rights, that belong to JVR or the entities with whom JVR has contractual agreements. Many of the brand names mentioned on the JVR sites are registered trademarks belonging to JVR or our licensors. In addition, all the JVR company rights in the content and design of the website are reserved. Notwithstanding the above, you may read, print, and download material from the website, other than third-party material, free of charge, provided it is:

- For your private use in the ordinary course of your business
- Reproduced and referenced accurately
- Not used in a misleading way

Please consider using links to the material on the sites (for example, sample reports), rather than uploading such material to your own site. This ensures that you have access to the most recent versions of the documents, as they are continuously updated and revised.

However, you may not republish, disseminate, or transmit any of such material, or exploit it for commercial purposes, make any derivative work, or copy it for any purpose without first obtaining our written permission or that of the rights owner. If you wish to seek such permission, please contact: marketing@jvrafrica.co.za.

5. Copyright, Logo's, and Trademarks

JVR is the copyright owner of this Site and of all the content on this Site, whether directly or through contractual agreement. These rights are protected by South African and international intellectual property right laws, international treaty provisions, and other applicable national laws. No portion of this Site, including the assessments information, text, images, audio, or video, may be copied, modified, or used in any manner without JVR's prior written permission. Any name, logo, trademark, or service mark contained and accessed by this Site is owned or licensed by JVR and may not be used in any manner without JVR's prior permission. Unauthorised use of all or parts of this Site or the instrument is strictly prohibited and may result in the violation of JVR's (and others licenced to JVR) trademarks, privacy, copyrights, and publicity rights.

No content on the JVR websites and referenced websites may be manipulated or removed using intrusion technology and/or any other content manipulation services.

6. Warranty on Contents, Information, or Materials

The information included on this website does not constitute, and shall not be considered the advice, recommendation, assessment, or endorsement of JVR. The contents of this Site are provided on an 'as is' basis only and can be changed or updated without prior notice. To the extent permitted by law, any statutory or implied warranty of merchantability or fitness for a particular purpose is completely denied

and disclaimed. JVR denies any responsibility for the content of other sites on the internet, which may be linked to the JVR Site, or any material of third parties that may be accessed through the JVR Site.

7. Websites referred to on the JVR Sites

If you purchase goods or services from third parties, even if you have been directed from our Site to them, any contract you enter into with those third parties, except those with whom JVR has an existing contractual agreement with regard to the use of their website, is a matter between you and them. JVR has no liability for the quality or type of services or goods provided by any third party we may mention on our Site or to whom our Site is linked.

Any information, offer, or service made available by any third party on the JVR sites, or on any Site to which the JVR sites are linked, is that of the author or provider and not JVR. We do not necessarily endorse and are not responsible for the accuracy or reliability of any such information, offer, or service.

JVR makes no representations and gives no warranty about any other websites or any information, offer, or service to them. We have no control over their content or availability. JVR will not be liable for any loss or damage caused by, or in connection with the use of, or reliance on any content, goods, or services available on or through any other website. Any concern you may have about any external link should be directed to that website's administrator.

8. Clients Linking their Sites to those of JVR

Professional services organisations, public or private sector organisations, NGO's, psychologists, psychometrists, teachers, schools, universities, educators, authorised distributors, trainers, and other appropriately qualified entities may establish a link or links to the JVR Africa Group website (<https://jvrafricagroup.co.za/>). Links, however, have to comply with the following requirements:

- 8.1 You may not frame or alter the appearance of <https://jvrafricagroup.co.za/> or any other site owned by the JVR Africa Group.
- 8.2 You may not state nor imply that JVR endorses, sponsors, or otherwise approves your website, your services, your opinion, or any other websites.
- 8.3 You must abide by all the other **Terms of Business** of sale and use, as well as the policies set forth herein. For example, you may not host or reproduce JVR's content on your website.
- 8.4 You agree not to portray JVR, or the products and services provided in a derogatory or negative manner. Your website may not contain:
 - Vulgar, racist, obscene, pornographic, or indecent language or images
 - Material, information, comments, innuendo, or statements that defame, abuse, harass, or threaten others
 - Material that is false, untrue, unscientific, or illegal
 - Statements that are bigoted, hateful, and racially demeaning
 - Material violating any person's right of privacy or ownership
 - Intellectual ownership or copyrighted material without written consent

- Any content or activity involving or encouraging illegal activities

8.5 You may not use this website in any manner that infringes the rights and personal information of another party.

8.6 You agree to use and access the website in a manner that will not disrupt, corrupt, or otherwise damage the website. Accordingly, you will not use this website in a manner that is prohibited by law. Use of this website is subject to your compliance with all the applicable laws and regulations nationally and internationally. JVR reserves the right to discontinue the link should any of the above provisos be violated.

For more information, please contact marketing@jvrafrica.co.za.

9. Accuracy of Information and Disclaimer

JVR tries to ensure that all information on our sites is accurate, but we make no representations and give no warranty that the information is accurate, up to date, without any error, or complete. We accept no liability for any loss or damage caused by inaccurate information or by the manner in which that information is used or interpreted by others. If you do however find any inaccurate information on our JVR sites, please let us know immediately by contacting marketing@jvrafrica.co.za.

10. Our Liability

JVR has no liability for the inability of any person to access the Sites or access any information, material, or service on the Sites. JVR does not warrant that the Sites will operate without interruption. JVR does not exclude or limit liability for death or personal injury caused by negligence on our part, or for any liability which cannot be excluded by law. JVR is therefore not liable for any direct or indirect or consequential loss, or for any loss of business, profit, revenue, goodwill, or data, lost or wasted management time, or the lost time of other employees arising from your use of the Sites or information on the Sites (whether direct or indirect).

Except therefore, as expressly set out in the Terms of Business (Terms and Conditions), which apply only in relation to any purchased goods, training-, or consulting services, we exclude to the fullest extent permitted by law all warranties, representations, terms, conditions, and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing, or otherwise (including any implied warranty, representation, term, condition, or undertaking of satisfactory quality or fitness for a particular purpose).

The information on these JVR sites is not intended to address your particular requirements; it does not constitute any form of advice or recommendation by JVR and is not intended to be relied upon by you in making (or refraining from making) any decisions. Wherever possible and appropriate you should request professional advice.

11. General

No delay, neglect, or forbearance on the part of JVR in enforcing any of these conditions will be or deemed to be a waiver or in any way prejudice any right of JVR. If any of these conditions is, for any reason, held to be unenforceable, illegal, or otherwise invalid in any way, the unenforceable, illegal, or invalid provision will not affect any other condition and those conditions will continue in full force and effect.

All customers shall be required, in using the JVR materials, training, certification, or services to take responsibility for their compliance with all local laws. Where a customer has failed to ensure that their activities are legally compliant, JVR shall not be liable for any costs incurred.

These conditions are governed by South African law. The place of performance of the contract is South Africa.

No addition to or modification of any provision of these conditions will be binding on JVR unless made in writing and signed by its duly authorised representative.

12. Security and Privacy

Please note that the JVR data security protocols are formulated in our Security and Privacy Policies available on the JVR systems site. This document should be read in conjunction with these- and all the other JVR Terms of Business Policies available on this site.