

order pages or otherwise during the order process and may vary from time to time ("**Subscription Fees**").

- 5.2 We will always inform Subscribers in advance of any increase in their Subscription Fees payable and offer them an opportunity to cancel their subscription if they do not wish to pay the new Subscription Fees.
- 5.3 If you are a Subscriber, you shall pay the Subscription Fees to PetroCONNECT for your subscription to any Subscription Services in accordance with this clause 5.
- 5.4 In this regard, you shall, when submitting an offer for Subscription Services in accordance with clause 4, provide to us, or to the online payment processor/gateway we utilise from time to time and which we shall notify to you ("**Payment Agent**"), valid, up-to-date and complete credit card details or approved purchase order information acceptable to us or any other relevant valid, up-to-date and complete contact and billing details as may be required to process payment of the Subscription Fees and, if you provide:
- 5.4.1 your credit card details to us or the Payment Agent, you hereby authorise us or the Payment Agent, as applicable, to bill such credit card when payments are due in accordance with these Terms; or
- 5.4.2 your approved purchase order information to us, we shall invoice you at the beginning of the period for which a payment is due in accordance with these Terms and you shall pay each invoice within 7 days after it is issued.
- 5.5 In respect of any due payment of Subscription Fees, if we have not received payment within 7 days after the due date, and without prejudice to any of our other rights and remedies:
- 5.5.1 we may, without incurring any liability to you, disable your password, account, and access to all or part of the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 5.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to the lesser of 2% above the prime lending rate calculated and published by Standard Bank of South Africa Limited from time to time and the maximum interest rate allowed by law, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 5.6 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to PetroConnect's invoice(s) at the applicable rate.



6. Subscription Services cancellation

6.1 Unless specifically stated in respect of your Subscription Services, you have the right to cancel your Subscription Services at any time in the manner set out in clause 6.2. Despite your right to cancel, you acknowledge that you have no right to a refund in relation to any Content that has already been made available to you before you cancelled.

6.2 You may notify us of your wish to cancel your subscription by contacting info@petroconnect.co or 08611 173 876. If you prefer, you may, but are not obliged to, send your notification of cancellation by email to info@petroconnect.co in the following form:

To: PetroCONNECT Proprietary Limited

I/we hereby give notice that I/we cancel the following Subscription Services for which we have subscribed: [list relevant Subscription Services].

Subscriber Number / Registered User Name: [insert, as applicable]

Your name (or the customer's name if different): [insert]

Your address (or the customer's address if different): [insert]

6.3 PetroCONNECT shall advise you from time to time of the notice period required before cancellation takes effect for each Subscription Service ("**Cancellation Notice Period**"). Each Subscription Service required to be cancelled pursuant to a notification issued in terms of clause 6.2 shall become effective only after the expiry of the applicable Cancellation Period.

7. Accessing the Website and Services

7.1 We will not be responsible for your inability to access the Website, Services and Content due to limitations specific to your personal computers, mobile phones, and other similar devices ("**Access Device**"). To access the Content, you must have an Access Device, which is able to connect to the Internet and to receive Content.

7.2 You, at your own cost, are responsible for obtaining and maintaining the Access Device, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, hardware, software, systems, and the like, ("**Technology**") needed to access the Internet or to use the Services.

7.3 We are not responsible for any Internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.



In the clause above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of PetroCONNECT are excluded. You are responsible for ensuring that you have access to an Access Device and to Technology to enable you to use the Website and/or the Services and for paying all associated costs.

8. Links to and from other websites

- 8.1 The Website and the Services available through the Website may contain links to third party websites, including (without limitation) social media platforms ("**Third Party Websites**"). If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies.
- 8.2 We do not in any way whatsoever endorse or take responsibility for the content, privacy policies and views expressed in or by any Third Party Websites or the consequences of your reliance on any content made available thereon. Moreover, your access to such Third Party Websites is entirely at your own risk and we shall not be liable to you for any loss or harm suffered as a result of your use of a Third Party Website.

In the clause above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of PetroCONNECT are excluded. You engage with and/or rely on information provided by third parties (including advertisers) through the Website at your own risk. PetroCONNECT is not responsible or liable for any loss, liability, or damage arising from your engagements with such third parties and/or reliance on such information.

9. Accuracy of information provided by PetroCONNECT

- 9.1 Whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy of all of the Content available on the Website, [the Content is intended and produced for general information purposes only, and to the extent allowed by law, should not be relied upon by you as specific advice of any kind. In this regard, PetroCONNECT expressly excludes any express or implied warranty as to the accuracy of the Content.]
- 9.2 You understand and agree that the information, details and descriptions set out on this Website may change from time to time. This Website may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our products or Services or the subject matter thereof. You are advised to complete the form at www.petroconnect.co/consulting before using or relying on the information on the Website.
- 9.3 You acknowledge that any information, ideas and opinions expressed on the Website is not intended to, and does not, constitute professional advice or a replacement or substitute for professional advice of any nature whatsoever.



In the clause above, you acknowledge that the information and other Content provided through the Website may not be accurate and certain risks, liabilities and responsibilities of PetroCONNECT in this regard are excluded. You will not be able to deny the truth of these statements nor claim against PetroCONNECT if you rely on any such information and other Content.

10. Information submitted by users and personal information

- 10.1 By submitting any information to us under these Terms (including clauses 3, 4, and 5) you warrant that you are entitled to use that information for the purpose for which it was submitted. You also agree that you will ensure that all such information is and is kept accurate and up-to-date at all times.
- 10.2 When you become a Registered User you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit, or charge card number), you will immediately notify PetroCONNECT. You will be liable for the losses incurred by PetroCONNECT or others due to any unauthorised use of your account.
- 10.3 Whether pursuant to the foregoing or otherwise, during the course of your interaction on the Website and with PetroCONNECT, you may be required to create a unique username and password, submit payment details and provide us with other personal information. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes and in the manner described in our Privacy Policy.

In the clause above you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of PetroCONNECT are excluded. PetroCONNECT will not be responsible or liable if you do not update your details or if we do something using incorrect or out-of-date details which you have provided. It is your responsibility to keep your account details secure. Everything done through your account will be treated as if it was done by you. You will be unable to hold PetroCONNECT liable for any loss you may suffer as a result of your account being compromised and if PetroCONNECT suffers a loss due to the unauthorised use of your account, you will be liable to reimburse them.



11. Your use of the Website and the Services

- 11.1 We do not permit any infringement of intellectual property rights (including copyright) on the Website, and we may, at our sole discretion, remove any infringing Content if we are of the view that such Content infringes on another's intellectual property rights.
- 11.2 You may not use the Website to obtain or distribute:
- 11.2.1 copyrighted material or material protected by law without our prior written consent; or
- 11.2.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.
- 11.3 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website or our Services.
- 11.4 You are strictly prohibited from using the Website for "*spoofing*", "*hacking*", "*flaming*", "*cracking*", "*phishing*" or "*spamming*" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 11.5 You shall not intercept any information transmitted to or from us or the Website which is not intended by us to be received by you.
- 11.6 Subject to the further provisions of these Terms, the Website and the Services may only be used by you for lawful purposes and it is expressly recorded that PetroCONNECT does not grant you any rights to access or use any source code underlying the Website and/or the Services (to the extent applicable).
- 11.7 Subject to the further provisions of these Terms, you are not allowed to: (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.
- 11.8 You are permitted to create a hyperlink to the home page of the Website so long as the link does not portray us, our employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive manner or in any way associate us with any derogatory or otherwise offensive content. You also agree to ensure that any hyperlink to the home page of the Website is clearly visible.
- 11.9 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.



- 11.10 In addition, you shall not and shall not allow a third party to:
- 11.10.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content (the "**Software**") or any files contained in or generated by the Software by any means whatever;
 - 11.10.2 remove any product identification, copyright or other notices, from the Software, Content or related documentation;
 - 11.10.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or
 - 11.10.4 disseminate performance information or analysis of the Software from any source relating to the Software.

12. Intellectual property rights

- 12.1 The Content and Services we make available to you through the Website is owned by or licensed to us, and as such, is protected from infringement by domestic and international law, including intellectual property law. Subject to the rights afforded to you herein, all our rights, including intellectual property rights, in Content displayed on the Website, are expressly reserved.
- 12.2 You must not use the Website or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement of our rights (including the intellectual property rights), the rights of our licensors or any third party.
- 12.3 All intellectual property rights, including all rights, title and interest in and to the Website and Content, of whatsoever nature existing now and in the future, remain our absolute property and that of our licensors.
- 12.4 You will not, at any time, acquire any rights, title, ownership or interest, including any intellectual property rights, in or to the Website or the Content other than those rights expressly granted to you in the these Terms.
- 12.5 Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.
- 12.6 You agree to not engage in the use, copying, or distribution of any of the Content other than as expressly permitted in these Terms.



- 12.7 If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.
- 12.8 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein. All moral rights of PetroCONNECT and its employees/agents are reserved.

13. Indemnity

As far as the law allows, you agree to defend, indemnify and hold us and hold our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees) arising from:

- 13.1 your use of and access to the Website, Content and/or the Services;
- 13.2 your violation of any term of these Terms;
- 13.3 your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or
- 13.4 any claim that your content caused damage to a third party.

This clause will survive termination, modification or expiration of these Terms and your use of the Services and the Website.

In the clause above you agree that in certain circumstances we may face claims for losses, damages, and liabilities arising out of, among other things, your use of the Website and/or Services. In these circumstances, you will have to pay all amounts which we may have to pay as a result of these claims and defend us in such claims.

14. Limitation of Liability

- 14.1 Subject to clause 14.2 below and any other express provision of these Terms to the contrary, and as far as the law allows, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Services or Content. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the Services will be 100% uninterrupted and error free. Information, ideas, and opinions expressed on this Website should not be regarded as professional advice or our official opinion and users are encouraged to seek professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.



- 14.2 As far as the law allows, no provision of these Terms (nor any contract governed by these Terms):
- 14.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; or
- 14.2.2 requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.

In the clause above we exclude our liability to you under these Terms and in relation to your use of the Website or Services and for certain kinds of damages and losses to the extent permissible by law.

15. Exclusion of warranties and representations

As far as the law allows, the Website and the Services are provided "as is" without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content. It is your responsibility to satisfy yourself prior to entering into this agreement with us that the services available from and through the Website will meet your individual requirements.

The Website and the Services are provided "as is" and we do not guarantee that it will be fit for your purposes, accurate, free of defects, complete or meet any other standards implied by law or otherwise to the extent permissible by law.

16. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you. We may, at any time, transfer or assign any or all of our rights and obligations under these Terms. We will notify you if we assign any rights or obligations to a third party. We do not have to inform you where we assign any rights or obligations to any of our affiliates or sub-contractors which we may appoint.

17. Electronic Communications

- 17.1 By using the Website and/or the Services and accepting these Terms, you agree that all agreements, notices, disclosures and other communications sent by you or the company you represent satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing". For the purposes of this paragraph, a "data message" means data generated, sent, received or stored by electronic means.



- 17.2 You agree specifically that:
- 17.2.1 these Terms will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website and/or Services;
- 17.2.2 an electronic signature is not required by you or us for purposes of agreeing these Terms;
- 17.2.3 your use of the Website and/or Services is sufficient evidence of your agreements to these Terms;
- 17.2.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
- 17.2.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and
- 17.2.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message.

17.3 **Additional information**

The Electronic Communications and Transactions Act 25 of 2002 states that when goods or services are offered by way of electronic transactions, the seller must make certain information available to customers on the websites where the goods or services are offered. This information is incorporated in these Terms or set out below:

Office bearers (directors):	Mark David Harper Sbonello Armstrong Mbatha
The manner and period within which you can access and maintain a full record of any payment transaction:	Email correspondence from info@petroconnect.co
Email address:	info@petroconnect.co
Telephone number:	08611 173 876



18. Consumer Protection Act

- 18.1 If these Terms (or any contract governed by these Terms) or the Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**Consumer Protection Act**"), it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- 18.2 No provision of these Terms (or any contract governed by these Terms):
- 18.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
- 18.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 18.2.3 limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act (to the extent applicable) or which we give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

19. Interpretation and miscellaneous provisions

- 19.1 These Terms and the relationship between us shall be governed and construed in accordance with South African law. Any disputes arising in connection with these Terms and our Services shall be subject to the exclusive jurisdiction of the courts located in Durban, South Africa. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, you nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.
- 19.2 The termination of any contract created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.



20. **How to contact us**

If you have questions about these Terms, our Privacy Policy or any documents incorporated by reference in these Terms, please contact us at **08611 173 876** or **info@petroconnect.co**

