

TERMS AND CONDITIONS OF USE

Last updated: 21 November 2024

1. Introduction and Legal Terms

By accessing or using our website, www.hotsheet.co.za, any related platform or application (collectively, "**the Platform**"), or any of our Services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein ("**Terms**"). All rights in and to the Platform always remain expressly reserved by Hotsheet (Pty) Ltd ("**Hotsheet**").

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform or our Services. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit the risk or liability of Hotsheet, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify Hotsheet or is an acknowledgement of any fact by you.

The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to anyone accessing the Platform for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Hotsheet or its possession.

2. Our Services

We are a Project and Construction Management company specialising in Business Intelligence and Development of Management Systems. ("**Services**")

3. WhatsApp Communication: You consent to us communicating with you via WhatsApp to ensure that we provide our Services to you in the best possible manner, as well as for any feedback, questions and concerns you may have.

4. Responsibilities and Warranties

By using the Platform and/or the Services, you warrant that:

- you have read and agreed to these Terms and will use the Platform in accordance with them;
- you have not made any misrepresentations and the information provided in the registration about you and/or your status is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are under the age of 18 you have the consent of your parent or guardian to use the Platform/Services who understands that they will be responsible for all your actions on the Platform and any associated expenses;
- you lawfully possess and submit all information to Hotsheet for its use thereof to provide the Services and hereby indemnify Hotsheet against any third-party claims that may arise due to the processing of the information shared by you with Hotsheet;
- you will not post, upload, replicate or transmit any abusive content on the Platform or through communications (email or WhatsApp) that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, or in breach of privacy;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or Hotsheet or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by Hotsheet herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing

Hotsheet to manifest all of its rights in the case of breach, including but not limited to denying you access to the Platform, reporting your actions to an applicable authority, or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Breach of Terms: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

5. Messages and Advertising

Data Messages between You and Hotsheet

Data messages, including email and WhatsApp messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your inbox or message chat and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). Hotsheet does not own or endorse these other sites and is not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

6. Intellectual Property

Platform IP: All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Hotsheet, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property provided by you to the Platform will remain with you, but for which you have provided Hotsheet with a non-exclusive, non-transferable license to use such intellectual property as is necessary to provide you with our Services, for as long as you remain registered with the Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our prior written consent, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, Hotsheet and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all 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.

User License: Subject to adherence to the Terms, we grant to you a personal, revocable, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the user of. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written consent.

7. Indemnities, Disclaimers, And Warranties

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Hotsheet. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Hotsheet, its shareholders, directors, employees, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.

Hotsheet, its shareholders, directors, employees, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless Hotsheet, its shareholders, directors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or any transaction concluded through the Platform in any way.

You agree to indemnify, defend, and hold Hotsheet, its shareholders, directors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your breach of these Terms.

This clause will survive termination of these Terms.

8. Dispute Resolution

Negotiation: Should any dispute, disagreement or claim arise between you and Hotsheet concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties may approach an independent industry expert who will mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties may commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by Hotsheet.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

9. Termination of Use

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR SERVICES/PLATFORM IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by ending your use of the Services and our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

10. Notices and Service Address

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Hotsheet, at info@hotsheet.co.za; or
- in the case of the user, at the e-mail, contact number, and addresses provided when registering/purchasing with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

11. Company Information

Site owner: Hotsheet (Pty) Ltd

Legal status: Private Company

Registration number: 2019/044004/07

Description of business: Project and Construction Management, Business Intelligence and Quantity Surveying

Email address: info@hotsheet.co.za

Platform address: www.hotsheet.co.za

Physical address: Office 1 Time Square Office Park, 11 Pieter Street, Highveld Centurion, South Africa

Postal address: Office 1 Time Square Office Park, 11 Pieter Street, Highveld Centurion, South Africa

12. General

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned.

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

No Indulgence: No indulgence, leniency or extension of time granted by Hotsheet shall constitute a waiver of any of Hotsheet's rights under these Terms and, accordingly, Hotsheet shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of

South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Hotsheet in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions severability above.