

Blue Label Group User Terms
Blue Label Telecoms Limited

1 Introduction

- 1.1 This website, www.bluelabeltelecoms.co.za ("Website") is owned and operated by Blue Label Telecoms Ltd ("BLT, us, we, our"), a private company registered in the Republic of South Africa.
- 1.2 BLT is the holding company of the Blue Label Group which consists of various Affiliates through which it conducts its business.
- 1.3 This document contains the terms and conditions("User Terms") which will apply between BLT and its Affiliates and any person ("user"/"you"/ "your") who accesses, browses, views or uses ("uses") a website, App of BLT and/ or an Affiliate, or other online platform related, linked, or otherwise connected thereto ("Site") and/ or who uses any Products / Services through a Site or any part thereof.
- 1.4 **Consumer Protection Act (CPA): Please read these User Terms carefully. Certain terms have been indicated in bold to draw your attention because they may:**
- 1.4.1 **limit the risk or liability of BLT and/or its Affiliates or a third party; and/or**
- 1.4.2 **create risk of liability for yourself; and/or**
- 1.4.3 **compel you to indemnify BLT and/or its Affiliates or a third party; and/or**
- 1.4.4 **serve as an acknowledgment of facts by yourself.**

2 Binding Agreement

- 2.1 In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") and the common law of contract, these User Terms are valid, binding and enforceable against all users that access a Site or any part thereof or use Products/Services through a Site.
- 2.2 You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these User Terms and other applicable terms and conditions, and that they comply with them.

- 2.3 The User Terms will be treated as if they were concluded at BLT's physical address detailed below on the date on which you first accessed the Site.
- 2.4 These User Terms apply when you visit a Site for the first time and throughout your use of the Sites.
- 2.5 If you do not agree with these User Terms you must leave the Site and discontinue your use without delay, as further use will mean that you have accepted and agree to these User Terms.
- 2.6 These User Terms should be read with our Privacy Policy and Promotion of Access to Information Act 2 of 2000 (PAIA) as well as any supplemental or specific terms of use of Affiliates and/ or in relation to particular Products/ Services.

3 **Definitions and Interpretation:**

3.1 In these User Terms:

- 3.1.1 **"Affiliate"** means any person or entity that directly or indirectly controls, is controlled by, or is under common control with, BLT and/ or an Affiliate . For purposes hereof, the term "control" means the power to direct the management or affairs of a person or entity through the ownership of voting securities, by contract, or otherwise;
- 3.1.2 **"App"** refers to a mobile application which runs on a mobile phone, tablet, watch or other mobile device;
- 3.1.3 **"BLT"** means Blue Label Telecoms Limited, registration number 2006/022679/06;
- 3.1.4 **"BLT, Blue Label/ we / us / our"** is BLT and includes our Affiliates;
- 3.1.5 **"Blue Label Group/Group"** is Blue Label Telecoms Limited, and/or its Affiliates, divisions, partnerships, joint ventures, associated companies and retail brands;
- 3.1.6 **"Blue Label, we, us, our"** means BLT and its Affiliates;
- 3.1.7 **"Content"** means the information, text, graphics and other materials uploaded, downloaded or appearing on a Site to promote, market and offer the sale of Products and Services to users of the Site;
- 3.1.8 **"Products"** means any products available on or through the Sites;
- 3.1.9 **"Services"** means any online services available on or through the Sites;

- 3.1.10 **"User", "you" or "your"** means a person who accesses or uses the Sites, notwithstanding the fact that such a person only visits the home page of a Site;
- 3.1.11 **"Website"** means any website owned and operated by Blue Label, including the Content and Products/Services available on and through the websites and any page, part or element thereof.
- 3.2 Clause headings in this document have been inserted for convenience only and not for interpretation purposes.
- 3.3 References herein to the singular includes the plural and vice versa.
- 3.4 Hyperlinks herein to legal documents should be deemed part of these User Terms in terms of section 11(3) of the ECTA. 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 User Terms.

4 **Disclaimer**

- 4.1 **The Site is provided "as is" and BLT makes no warranty as to the use, availability or performance of the Site. Users acknowledge that a Site may be unavailable due to updates or other causes beyond the reasonable control of BLT, including, but not limited to, virus infection, unauthorised access (hacking), power failure or other "acts of God."**
- 4.2 **You use a Site at your own risk and assume full responsibility for any risk or loss resulting from use of the Site or reliance on any Content which on the Site. You should therefore use your discretion before taking any action based on the information displayed on the Site.**
- 4.3 **Whilst every reasonable effort has been made by BLT, and its suppliers of information, to ensure the proper performance of the Site and the accuracy, completeness or reliability of the Content and the reliability of the binary data, BLT (including its Affiliates, its owners, directors, employees, suppliers, Internet service providers, partners, associates, agents and authorised representatives and Related Parties of Affiliates [together referred to as "Related Parties"]) do not, to the full extent permitted by law, make any representation or give any warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Site or as to the accuracy, completeness or reliability of any Content on the Site and assumes no liability or responsibility for the proper performance of the Site. As such, BLT and the Related Parties do not warrant that the Site will meet your requirements, be uninterrupted, complete, timely, secure or error free.**

4.4 In addition to the disclaimers contained elsewhere in these User Terms, BLT makes no warranty or representation, whether express or implied, that the Content available on the Site is free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or willful misconduct of BLT or its Related Parties.

4.5 To the full extent permitted by law:

4.5.1 BLT and its Related Parties make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of Products/ Services and Products/ Services are used at your own risk;

4.5.2 BLT and its Related Parties do not warrant that the Products or Services will meet your requirements, be uninterrupted, complete, timely, secure or error free. [CPA includes implied warranties as to fitness for purpose which cannot be contracted out of].

5 Limitation of Liability and Indemnities

5.1 BLT and its Related Parties shall not be liable and you hereby indemnify them for any fitness damage, loss, liability, actions, suites, proceedings, costs, demands and/ or damages, howsoever arising ("Loss") whether direct, indirect or of a consequential nature, howsoever arising or incurred by whomever and resulting from:

5.1.1 breach by you of these User Terms;

5.1.2 access to and/ or use of a Site;

5.1.3 access to and use of the Products /Services or failure or delay in the performance of Products/ Services;

5.1.4 access to websites linked to the Website;

- 5.1.5 **inability to access a Site;**
- 5.1.6 **inability to access websites linked to the Website;**
- 5.1.7 **Content available on the Website; or**
- 5.1.8 **any other reason not directly related to BLT and/ or its Related parties' gross negligence or intentional misconduct.**
- 5.2 **Without deviating from the generality of clause 5.1 above, BLT and/or its Related Parties shall not be liable to you for any breach of these User Terms or failure to perform any obligations as a result of technical problems, termination of any licence to operate or use, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the reasonable control of BLT and/ or its Affiliates.**
- 5.3 **BLT and Affiliates reserve the right to hold a User liable for any Losses suffered by BLT and/ or its Affiliates, or its customers due to a cybercrime committed by the User on any of BLT's Sites.**

6 There are other terms that may apply to you

- 6.1 Some Affiliates, Sites, Products/ Services or portions of a Site may have their own terms of use which will apply.
- 6.2 Where supplemental or additional terms of use apply and / or where the applicable terms of use are distinct from these User Terms, these will be made available on the relevant Sites.
- 6.3 Supplemental terms of use or related documents that may be posted on Sites from time to time are hereby expressly incorporated herein by reference.
- 6.4 Certain links on a Site may lead to sites maintained by third parties over which we have no control. We make no representations as to the accuracy, completeness, truthfulness or any other aspect of the information contained on such sites or sites linked to such sites. Any links to such sites are provided for convenience only and are to be availed of at your own risk. The use of such sites is subject to their separate terms and conditions and policies.

- 6.5 **The User Terms stated in this document refer to the use by you of the Site and are separate from and in addition to any commercial terms and conditions applicable when you contract with us and/ or a third party for Products/ Services.**

7 **Using the Site**

- 7.1 Sites have not been compiled to meet your individual requirements. It is your responsibility satisfy yourself that that the Content, Products and/ or Services meet your requirements.
- 7.2 Unless otherwise expressly stated, Sites aim to provide marketing and general information regarding the various Products and Services that may be available to you. The advertising and promotion of Products/ Services on a Site is an only invitation to engage with us. It is not a binding offer to contract for Products/ Services described. **You will have no claim whatsoever against us or Related Parties for any reason whatsoever if we do not agree to provide you with Products/ Services marketed on the Site.**
- 7.3 No opinions, ideas, research, information, data, or Content contained on the Site (whether posted by us or a third party) should be construed as advice. Users are encouraged to obtain professional advice before taking any course of action or making any decision related thereto that might affect you or your business.
- 7.4 We reserve the right at any time to change or discontinue without notice, any aspect or feature of the Site, any Content and/or any Product or Service offered.

8 **Products & Services (If applicable)**

8.1 **Product and/or service description/ images and pricing**

- 8.1.1 We try to be as accurate as possible in providing relevant information about Products and/or Services on the Site. However, we do not warrant and bear no responsibility for any inaccuracy of the information related to Products and/or Services.
- 8.1.2 **We may rely on Product/Service information supplied by relevant supplier's and/ or service providers and we bear no liability for any inaccuracies in the information provided.**
- 8.1.3 Products and/or Services may be returned in terms of BLT and/or its Affiliates policies.
- 8.1.4 We take all reasonable steps to ensure that prices appearing on the Sites are accurate and up to date but do not warrant the accuracy thereof.

8.1.5 Images of the Products on a Site are for illustrative purposes only. **Although we make every effort to explain and display the Products accurately, we are not responsible for any differences in the Products and you will not have any claim against us for any differences.**

8.1.6 Availability of Products/Services displayed on a Site may be subject to eligibility requirements which will be explained on the Site, and you will not have any claim against us if you are not eligible therefore.

8.2 **Third Party Products/ Services**

8.2.1 **We shall not be bound by any incorrect information regarding the Products displayed on any third-party websites.**

8.2.2 We may use a site to facilitate Products/ Services provided by a third party. In that case you understand that we will not be the supplier for purposes of the CPA since we simply facilitate the transaction. All warranties and claims in terms of the CPA will be against the supplier. **[please confirm]**

8.3 **Cooling off period, returns policy and implied warranty (if applicable)**

8.3.1 In terms of the CPA, you may be entitled to return a Product for a full refund within 7 (seven) working days of delivery, provided that it is returned in its original condition, in its working order, within its original packaging.

8.3.2 Where you have this right, we may refuse to accept the Product if it does not meet the conditions above.

8.3.3 The CPA provides an implied warranty of quality of Products. If a Product is defective, malfunctions or unsafe, you may within 6 (six) months of delivery of such Product, elect to repair, replace or get a refund of the purchase price. We reserve the right to send the Product for a technical assessment to determine what the cause of the defect is.

8.3.4 You will lose your right to claim if the defect is caused by damage caused by lighting or power surges, misuse or abuse of Products, Products being used for a purpose other than the purpose for which it was made or supplied, Products used contrary to their instructions, manuals, accidental damage.

8.3.5 Products carry manufacture implied warranty as stipulated in the relevant contracting terms and conditions.

- 8.3.6 Where applicable the relevant Site will set out the policies relating returns and refunds, and warranty claims.

8.4 **Termination and variation**

To the extent permitted by law, we reserve the right to alter, restrict and/or terminate the Products and/or Services to you or the general public, without prior notice or reason or to revise these User Terms and/or the prices at which the Products and/or Services are offered. These will be published on relevant Site and will be deemed to be accepted by you if you continue to use the Products and/or Services. You must review User Terms on regular intervals.

9 **Contracting and Authority [Use of Products and/or Services (If applicable)]**

- 9.1 When you use the Site and contract with us in relation to Products /Services, you agree and confirm that:

9.1.1 you are over the age of 18 years and have full legal capacity to contract with us;

9.1.2 all information you submit will be true, accurate, current, and complete;

9.1.3 you will maintain the accuracy of such information and promptly update such information as necessary;

9.1.4 **you are duly authorised to open an account, register, log on or otherwise access, make purchases or payments, and/or make changes to any account, personal information and associated profile settings on the Site and/ or in relation to any of Products/ Services available to you;**

9.1.5 **where you are not the account holder, you warrant that you have obtained the necessary consent for access to and/or to make changes to the relevant accounts, Personal Information, profile settings, as well as make purchases and payments and that we are entitled to rely on this declaration;**

9.1.6 you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

9.1.7 you will not use the Site for any illegal or unauthorised purpose;

9.1.8 you will comply with these User Terms.

- 9.2 **We are entitled to rely on your authority to contract with us and to operate any account as well as the correctness of the personal information you give us and we shall not be liable to you or any third party in the event that you do not have the required authority, consents and or if the information given is incorrect.**
- 9.3 If we establish that the intention of using incorrect and/or false personal information is to conduct fraud or malicious activities on the Site, you will be criminally prosecuted as per current legislation.
- 9.4 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your engagement and refuse any and all current or future use of the Site (or any portion thereof).
- 9.5 The Site will guide you through the steps you need to take to contract with us. All provisions and annotations contained in that prompted process shall form part of these User Terms and shall be incorporated as part thereof so please read and check each page of the process carefully.
- 9.6 **You must be satisfied that you may lawfully access the Site, read the pages, and/or act upon the Content contained in the pages, and We accept no responsibility for your unauthorised access or actions in respect of these matters.**

10 **Licence & Restrictions on Use**

- 10.1 We grant you a license to view, download and print the Content of the Site provided that you may only utilise the Content contained on the Site for your own, non-commercial use.
- 10.2 You agree that you will not, other than as provided in these User Terms:
- 10.2.1 reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Site;
- 10.2.2 decompile, reverse engineer, or disassemble any part of the Site except as may be permitted by applicable law;
- 10.2.3 link to, mirror, or frame any portion of the Site;
- 10.2.4 cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site;

- 10.2.5 attempt to gain unauthorised access to or impair any aspect of the Site or in respect of related systems or networks;
- 10.2.6 systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory;
- 10.2.7 make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- 10.2.8 use a buying agent or purchasing agent to make purchases on the Site;
- 10.2.9 use the Site to advertise or offer to sell goods and services;
- 10.2.10 circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
- 10.2.11 trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 10.2.12 make improper use of our support services or submit false reports of abuse or misconduct;
- 10.2.13 engage in any automated use of the system, such as using scripts to send comments or messages;
- 10.2.14 interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;
- 10.2.15 attempt to impersonate another user or person or use the username of another user;
- 10.2.16 sell or otherwise transfer your profile;
- 10.2.17 use any information obtained from the Site to harass, abuse, defame or harm us or another person;
- 10.2.18 use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;
- 10.2.19 attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;

- 10.2.20 harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
- 10.2.21 delete the copyright or other proprietary rights notice from the Site or any Content;
- 10.2.22 copy or adapt the Site's software;
- 10.2.23 upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;
- 10.2.24 disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
- 10.2.25 use the Site in a manner inconsistent with any applicable laws or regulations.
- 10.3 **You hereby indemnify us against any and all claims arising from the use by third parties of any Content from the Site that they have accessed as a result of your reproduction, redistribution, alteration, or transmission of that Content in contravention of these User Terms.**
- 10.4 The caching of Sites shall only be allowed if:
 - 10.4.1 the purpose of the caching is to make the onward transmission of the Content from the Services more efficient;
 - 10.4.2 the cached content is not modified in any manner whatsoever;
 - 10.4.3 the cached content is updated at least every 12 (twelve) hours; and
 - 10.4.4 the cached content is removed or updated when so required by us.
- 10.5 If any User uses Content in breach of these User Terms:
 - 10.5.1 we reserve the right to claim damages from you;
 - 10.5.2 we reserve the right to institute criminal proceedings against you; and
 - 10.5.3 we shall not be liable, in any manner whatsoever, for any Loss that resulted from the use of such Content by the User or any third party who obtained any Content from the User.

- 10.6 Hyperlinks to Products and/or Services from any other source shall be directed at the home page of the relevant Site . Links beyond the Site home page may only be used with our prior written consent.
- 10.7 Users may quote small and reasonable amounts of Content available from Sites only if such Content is placed in inverted commas and acknowledged.
- 10.8 All licenses and/or permissions granted in terms of these User Terms and conditions are provided on a nonexclusive and non-transferable basis and may be terminated or cancelled by us at any time without prior notice or reasons.

11 **Password and/or Pin (If applicable)**

- 11.1 If you have a password or One Time PIN (PIN) you undertake to keep it safe and secure and you acknowledge that:
- 11.1.1 you are responsible for ensuring that no unauthorised access to the Site, Products/ Services is obtained using your password/PIN;
- 11.1.2 you will be liable for all such activities conducted pursuant to such use, whether authorised or not.
- 11.2 You understand and agree that if you disclose your password/PIN to a third party, the third party may have access to your personal information, account and billing information and agree that we shall not be liable in this regard.

12 **Intellectual Property Rights**

- 12.1 All intellectual property on a Site and Products and/or Services, including but not limited to Content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks ("Intellectual Property") are the property of or licensed to Blue Label and as such, are protected from infringement by domestic and international legislation and treaties. We and our licensors retain all rights in and to the Intellectual Property. All Intellectual Property rights not expressly granted are reserved.
- 12.2 You acknowledge that:
- 12.2.1 the unauthorised use of the Intellectual Property is expressly prohibited;
- 12.2.2 the word or mark "Blue Label", "Blu" and "Blu Deals", however represented, including stylised representation, all associated logos and symbols and combinations of any of the

aforegoing with another word or mark, used on the Site, are the trademarks of Blue Label;

- 12.2.3 any unauthorised use, copying, reproduction, retransmission, distribution, framing, uploading to a third party, dissemination, sale, publication, adaptation, broadcast, or other circulation or exploitation or other use or communication to the public of the Intellectual Property or any component thereof will constitute an infringement of such Intellectual Property rights and may be violating copyright, trademark, and other laws. Blue Label and/ or any relevant third party owner of the intellectual Property reserve the right to automatically revoke your permission to use the Site and take legal action in respect of such infringement by you. You agree that this clause creates a stipulation in favour of Blue Label and/ or third party Intellectual Property owners which may be exercised by them.

13 **Third Party Content and External Links**

- 13.1 This Site may include products, services or content, including advertisements from third parties, or external links to other websites having their own content, or any other third-party content ("Third Party Content") We provide these links for your convenience, but we do not review, control, or monitor the Third-Party Content on any other websites. We are not responsible for the performance of those websites or for your dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy policies of those websites.
- 13.2 You acknowledge that the Third-Party Content:
- 13.2.1 is beyond our control and that any reliance on any representation, statement or information contained in Third Party Content is at your risk;
- 13.2.2 is not verified by us and that we do not determine nor guarantee its lawfulness, accuracy or reasonableness; and
- 13.2.3 may contain representations, statements or information which do not represent the views, opinions or beliefs of Blue Label and its Related Parties.
- 13.3 We are not responsible for, and we do not endorse, support or guarantee the quality, reliability or suitability of any such Third-Party Content.
- 13.4 Third Party Content may be subject to its own terms and conditions. It is your responsibility to read and adhere to such additional terms and conditions, including the terms and conditions, privacy policy and any other legal information contained on any third-party website to which you link.

- 13.5 The fact that the Site contains a link to or from a third-party website does not imply or mean that there is any affiliation between Blue Label and the third-party website.

14 **Software, Equipment & Network Access**

- 14.1 You are responsible to acquire and maintain, the necessary devices, data, computer hardware, software, communication lines and internet access accounts required to access the internet, the Sites and/or download Content and/ or use Products/ Services.
- 14.2 Your mobile network's data and messaging rates and fees may apply if you access or use the Site from a wireless-enabled device. You will be responsible for those rates and fees.
- 14.3 We do not guarantee that the Site will function on all hardware or devices.
- 14.4 The Site may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications which we cannot take responsibility for.

15 **Comments and Feedback**

- 15.1 If you have any feedback, comments, and ideas in respect of a Site ("Submissions") please send your Submissions to the contact details on the Site. We shall not be obliged to respond to, maintain, or compensate you in any way whatsoever for your Submissions.
- 15.2 Any information that you submit through this Site will be considered non-personal, non-confidential, and non-proprietary.
- 15.3 If, by making Submissions, you transmit any ideas, information, concepts, know-how, or techniques or materials to us through this Site, you hereby grant us an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit, and distribute them in any medium, and agree that we are free to use them for any purpose.
- 15.4 When disclosing, submitting, offering, or posting Submissions to the Site, you agree to do so in a responsible and ethical manner, having regard to the following guidelines ("Submission Guidelines"):
- 15.4.1 you are solely responsible for any Submission and other material that you submit to, publish, or display on the Site, and the views expressed therein are your individual views and do not reflect the views of Blue Label;
- 15.4.2 you may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by Blue Label;

- 15.4.3 you may not post any Submission that infringes, misappropriates, or violates the intellectual property, publicity, privacy, or other rights of any party or that is subject to any restrictions, or impose any obligations, on the use or further distribution thereof;
- 15.4.4 you further agree that you will not post Submissions are in contravention of the restrictions on use of the Site.
- 15.5 We may at any time, without prior notice, remove any Submission, block any access to a Site, or take any other appropriate action against any person who violates the Submission Guidelines.
- 15.6 **Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site shall be responsible for and may be prosecuted, and damages may be claimed in the event that we and/ or our Related Parties suffers any Loss.**
- 15.7 **You agree to indemnify us and our Related Parties against any and all claims arising from your Submission and/or non-compliance with the Submission Guidelines.**

16 **User Generated Contributions**

- 16.1 The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
- 16.2 Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:
- 16.2.1 the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- 16.2.2 you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorise us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and the User Terms;

- 16.2.3 you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these User Terms;
- 16.2.4 your Contributions are not false, inaccurate, or misleading;
- 16.2.5 your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- 16.2.6 your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
- 16.2.7 your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
- 16.2.8 your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
- 16.2.9 your Contributions do not violate any applicable law, regulation, or rule;
- 16.2.10 your Contributions do not violate the privacy or publicity rights of any third party;
- 16.2.11 your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
- 16.2.12 your Contributions do not violate any law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- 16.2.13 your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap;
- 16.2.14 your Contributions do not otherwise violate, or link to material that violates, any provision of these User Terms, or any applicable law or regulation.

17 **Guidelines for Reviews**

- 17.1 We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:
 - 17.1.1 you should have firsthand experience with the person/entity being reviewed;

- 17.1.2 your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- 17.1.3 your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 17.1.4 your reviews should not contain references to illegal activity;
- 17.1.5 you should not be affiliated with competitors if posting negative reviews;
- 17.1.6 you should not make any conclusions as to the legality of conduct;
- 17.1.7 you may not post any false or misleading statements;
- 17.1.8 you may not organise a campaign encouraging others to post reviews, whether positive or negative.
- 17.2 We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our Related Parties.
- 17.3 We do not assume liability for any review or for any Loss resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

18 **Lead Generation Platforms**

- 18.1 We may use a Site as a landing page for lead generation. When you complete and submit an enquiry on such a Site you are expressly indicating an interest in receiving offers for the Products and Services advertised on the Site and agree that we and may send you offers related to your enquiry. Based on your enquiry, product and service offerings may be made by us, various members of the Group and/ or our third party partners and in terms of our Privacy Policy. You will always have an opportunity to opt out of receiving any offers.
- 18.2 We may use multiple platforms for lead generation and to guide you to the Site and/ or once you complete and submit an enquiry to make or solicit offers for you based on your enquiry. These include, without limitation:
 - 18.2.1 Facebook – Utilizing both the Facebook page and paid advertisement model;

- 18.2.2 Printed media – Advertising in printed distribution media such as pamphlets, newspapers and magazine releases;
- 18.2.3 Digital marketing – Including googles adwords, website banner and form advertising as well as email and SMS marketing;
- 18.2.4 Face to face – Field marketers advertising the products to the public in a face to face manner as well as attempting to empower the public by signing on new field marketing agents for future growth.

19 **Advertisers**

- 19.1 We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements.
- 19.2 If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.
- 19.3 Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

20 **Site Management**

We reserve the right, but not the obligation, to:

- 20.1 monitor the Site for violations of these User Terms;
- 20.2 take appropriate legal action against anyone who, in our sole discretion, violates the law or these User Terms, including without limitation, reporting such user to law enforcement authorities;
- 20.3 in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- 20.4 in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- 20.5 otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

21 User Data

- 21.1 We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.
- 21.2 **You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.**

22 Term and Termination

- 22.1 The User Terms shall remain in full force and effect while you use the Site. **Without limiting any other provision of these User Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or agreement contained in these User Terms or of any applicable law or regulation. We may terminate your use or participation in the Site or, where applicable, delete [your account and] any content or information that you posted at any time, without warning, in our sole discretion.**
- 22.2 If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

23 Cookies and Similar Technology

- 23.1 We may store some information (commonly known as a “cookie”) on your computer when you visit our Site. This enables us to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, we may also use this data in aggregate form to develop customised services – tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the Site not to be accessible.

23.2 We may process your information by our use of Cookies and similar technologies.

24 **Security**

24.1 We take reasonable technical and organisational steps to secure the content of the Site and the personal information provided by users, from unauthorised access and/or disclosure. However, we do not make any warranties or representations that content shall be entirely safe or secure.

24.2 We have implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information. We will update and refine these measures on an on-going basis.

24.3 We cannot be responsible for the privacy policies and practices of other sites you may access using links from this Site. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions.

24.4 Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. We therefore assume no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

24.5 You shall not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Sites or the server and computer network that support the Sites.

24.6 **Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Sites, whether on purpose or negligently, shall, without any limitation, indemnify and hold us harmless against any and all Loss that we and our Related Parties may suffer as a result of such delivery, attempt or damaging code.**

24.7 **You shall not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages on the Sites and we reserve the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.**

24.8 **Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting Loss suffered and/or incurred by Blue Label and its Related Parties, business partners or customers related to these illegal actions.**

25 **Removal and Correction of Content**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Site and we undertake to correct and/or remove such content or any part thereof if the person reporting such content provides reasonable grounds to prove the alleged nature of the content.

26 **Privacy**

- 26.1 Please refer to the Privacy Notice for information on how Blue Label processes Users' Personal Information.
- 26.2 Blue Label owns and retains all rights to de-identified statistical information collected and compiled by Blue Label.
- 26.3 Depending on the nature of your interaction with the Site, we may capture your personal information and details which may then go into a Blue Label Customer Relationship Management ("CRM") system. You may be providing information such as your name, email address, company name, telephone number, and query details, so you may get access to products and services, additional information, sign up for a newsletter, or submit a query so that a sales or customer service representative may contact you.
- 26.4 The CRM or forms will identify you as someone who has opted in to get newsletters, emails, and other marketing communications from Blue Label. You may opt out of marketing communications by contacting us at privacy@blts.co.za.

27 **Interception of Communications**

- 27.1 Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002 ("RICA"), you agree to our right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECTA) sent or posted by you to the Sites or Related Parties.
- 27.2 You agree and acknowledges that the consent provided by the User in clause 27.1 satisfies the "writing" requirement as detailed in the ECTA and RICA.

28 **Agreement in Terms of Section 21 of ECTA**

- 28.1 The user and Blue Label agree that the user shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the user enters any of the Sites or accesses or downloads any of the Apps for the first time.

- 28.2 The user agrees and warrants that data messages (e.g. SMS and email) that are sent to us from a computer, IP address or mobile device normally used by or owned by the user, were sent and/or authorised by the user personally.
- 28.3 Electronic signatures, encryption and/or authentication are not required for valid electronic communications between the user and Blue Label.
- 28.4 When the user sends an email or message through a Site to us, it is deemed to have been received when we reply to the message. An auto-response from a Site is not regarded as a reply.
- 28.5 When we send an email to the user, it is deemed to have been received when the user is capable of downloading the email.
- 28.6 By visiting the Site, sending us emails, and completing online forms constitute electronic communications, you consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.
- 28.7 **You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site.**

29 **Disclosures Required in Terms of Section 43 of ECTA**

- 29.1 Access to and use of the Site, Products and/or Services, Content, software and downloads available from the Sites may be classified as "electronic transactions" as defined in terms of ECTA and therefore you have the rights detailed in Chapter 7 of ECTA and BLT has the duty to disclose the following information:
- 29.1.1 the full name and legal status of the Site owner: Blue Label Telecoms Ltd;
- 29.1.2 Physical address (including for receipt of legal service): 75 Grayston Drive, corner Benmore Road, Morningside Ext 5, Sandton, 2196;
- 29.1.3 Postal address: PO Box 652261, Benmore, 2010;
- 29.1.4 Main business: 75 Grayston Drive, corner Benmore Road, Morningside Ext 5, Sandton, 2196;
- 29.1.5 Telephone Number: +27 11 523 3000;

- 29.1.6 the website address: www.bluelabeltelecoms.co.za;
- 29.1.7 the official e-mail address: info@blts.co.za;
- 29.1.8 Membership of self-regulatory bodies:
- 29.1.8.1 Payment Association of South Africa;
- 29.1.8.2 Code of Conduct Association for Communication and Advertising South Africa (ACASA);
- 29.1.9 Directors Refer to the Integrated Annual Report – List of Directors.
- 29.2 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding access to the Site and Content available from the Site, shall be dealt with in accordance with clause 31.3 below.
- 29.3 You may lodge complaints concerning the Site with Blue Label at info@blts.co.za.
- 29.4 PAIA: the manual published in terms of Section 51 of the Promotion of Access to Information Act 2000 may be downloaded from the Website.

30 Entire Agreement and Severability

- 30.1 These User Terms constitute the entire agreement between us and the user with regard to the subject matter herein and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by us from the user.
- 30.2 Any failure by us to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 30.3 In the event that any term or condition detailed in these User Terms is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable to the extent of the unenforceability/ invalidity from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

31 General

- 31.1 Reference to Blue Label may include its/ their duly authorised nominee/s and/ or successors-in-title.

- 31.2 The Site is created, hosted, maintained, and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these User Terms, any disclaimers, copyright, and use statements contained in the Site, and any legal matter resulting from the use or inability to use this Site, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, we may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the Content contained in the Site.
- 31.3 All disputes in terms of the use of the Site or any agreement flowing therefrom, or relating to the inability to use this Site, will be referred at our sole discretion either to adjudication in the High Court of South Africa or to arbitration in terms of the Rules of the Arbitration Foundation of South Africa, and such arbitration shall be held in Sandton, South Africa, and conducted in the English language.

32 **Legal Costs**

Blue Label and its Related Parties will not be liable for costs incurred by Users to obtain professional advice relating to these terms.

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