

1. INTRODUCTION

1.1. This website, www.hedleysydney.co.za, (the "Website") is owned and operated by Hedley Sydney, a company registered in South Africa with company registration number 2024 / 323658 / 07.

1.2. The following terms and conditions, which include reference to Hedley Sydney's Privacy Statement applicable to the user's usage of and interaction with the Website, (hereinafter the "T's & C's") govern the relationship between the use and Hedley Sydney in the use of the Website. The Hedley Sydney Privacy Statement can be found by clicking on the link at the bottom of this Website. If you do not agree with any of these T's & C's, please discontinue use and interaction with the Website.

1.3. By using the Website, you are agreeing to comply with and be legally bound by these T's & C's and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Statement. By using this Website, you represent and warrant that you are of legal age to consent to these T's & C's. If you do not meet the legal age requirements to consent to these T's & C's, you must discontinue use and interaction with the Website.

2. CONTENT

2.1. The Website aims to provide general information regarding the various products and services that Hedley Sydney provides and is not intended to, nor does it constitute, specific advice. Information, ideas, and opinions expressed on this Website should not be regarded as the official opinion of Hedley Sydney.

2.2. No opinions, research information, data or content contained on the Website (whether posted by Hedley Sydney or a third party) should be construed as advice. Before making any decision or taking any action that might affect your business, you should seek specific, professional advice around products and services.

3. RESTRICTIONS ON USE

3.1. You may utilise the material contained in the Site for your own, non-commercial use.

3.2. You must not, other than as provided for in these T's & C's:

a. Reproduce, redistribute, alter or transmit any material or information contained in the Site;

b. Use the material for commercial purposes without first obtaining the express written authority of Hedley Sydney;

c. Remove any copyright, trademark or other intellectual property right notice contained in the material;

d. Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of Hedley Sydney.

Under clause 3.3 below you indemnify Hedley Sydney against certain claims, and this places various risks, liabilities, obligations and legal responsibilities on you.

3.3. To the extent permitted by law, you hereby indemnify Hedley Sydney against any and all claims arising from the use by third parties of any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T's & C's.

4. REGISTRATION AND CANCELLATION

4.1. S4.1. Some areas of the Website may not be freely accessible. You may be asked to complete a form of registration in order to access other areas of the Website (the "Restricted Areas").

4.2 It may be that a charge is payable to obtain access to the Restricted Areas, and if not, Hedley Sydney reserves the right to introduce a charge for such access at any time. If such a charge is introduced, Hedley Sydney may deny access to the Restricted Areas if you do not pay the relevant charges and comply with any further registration requirements that Hedley Sydney may, in its sole discretion, decide to introduce from time to time.

4.3. When you register for access to the Restricted Areas, you may be asked to provide certain personal details ("Personal Information"). Hedley Sydney will only use the Personal Information in accordance with its Privacy Statement and the Protection of Personal Information Act 4 of 2013 ("POPIA"). The Website may use cookies to verify the identity of users who have registered to access the Restricted Areas. For further information on this use of cookies, please see the Privacy Statement.

4.4. Hedley Sydney reserves the right to terminate your registration to the Restricted Areas and to restrict your access to the Website without notice at any time, provided that, to the extent that the exercise of such right affects your ability to receive or access any information, features or contents for which you have paid or are required to pay any consideration, Hedley Sydney will use its reasonable endeavours to exercise such right on notice to you.

4.5. You may cancel your registration with the Website at any time by sending an email to hello@hedleysydney.co.za.

5. OPERATION OF THE SITE

5.1. Hedley Sydney reserves the right to suspend or terminate the operation of the Website at any time for the purposes of support and maintenance or to update the information contained on the Website or for any other reason, at the sole discretion of Hedley Sydney.

5.2. Hedley Sydney is not obliged to give any notice of such termination or suspension nor is Hedley Sydney obliged to give notice of any updates made to the Website.

6. DISCLAIMER

6.1. Hedley Sydney endeavours to ensure the accuracy and reliability of the Website and the content, materials and products included and available on the Website, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, Hedley Sydney does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, truth, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Website will be uninterrupted or error-free.

Clause 6.2 below will limit and exclude obligations, liabilities, and legal responsibilities of Hedley Sydney, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

6.2. To the extent permitted by law, you must be satisfied that you may lawfully access the Website, read the pages and/or act upon the material contained in the pages, and Hedley Sydney accepts no responsibility for your unauthorised access or actions in respect of these matters.

7. LINKING TO AND FROM THE SITE

Clauses 7.1 to 7.5 below will limit and exclude obligations, liabilities, and legal responsibilities of Hedley Sydney, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

7.1. The Website may contain links to third party websites. These linked websites are not under the control of Hedley Sydney and, to the extent permitted by law, Hedley Sydney accepts no responsibility for, or liability arising from, access to, or the information provided on, any web Website which is linked from the Website, or any hyperlink contained in a linked website. To the extent permitted by law, you link to any such web Website entirely at your own risk and liability and Hedley Sydney recommends that you read the privacy policy and any other legal information contained on any third party website to which you link.

7.2. If you wish to establish a link to the Hedley Sydney Website, the link must include the Hedley Sydney web address "www.HedleySydney.coza". The name to be used in the link is "Hedley Sydney". You may not use Hedley Sydney's logo without permission, which permission must be obtained in advance in writing from Hedley Sydney, 47 Ocean Spirit Drive, Milnerton, Cape Town, 7441 and marked for the attention of the CEO.

7.3. Neither this Website nor any of its pages may be included in any other Website. Instead, a link to the Website is required at all times. You may not frame the Website without the prior written consent of Hedley Sydney.

7.4. The fact that the website contains a link to or from a third party website does not necessarily imply that there is any affiliation between Hedley Sydney and the third party website or that Hedley Sydney or its officers or employees endorse the third party website. The linking website may not in any way imply that Hedley Sydney or any of its officers or employees recommend or endorse any of the linked website products or services.

7.5. Hedley Sydney reserves the right to withdraw any permission granted, whether tacitly, verbally or in writing, to link to the website, at any time if it is deemed by Hedley Sydney, in its sole discretion, to be in the best interest of Hedley Sydney.

8. COPYRIGHT AND TRADEMARKS

8.1. The works of authorship contained in the Website, including but not limited to all designs, trademarks, logos, domain names, rights in get-up, data, text and images, whether registered or unregistered, and including all applications (or rights to apply for and renewals or extensions of), are the intellectual property of Hedley Sydney, its affiliates or third parties who have supplied information to Hedley Sydney and are protected by South African and international intellectual property laws, conventions, and/or forms of protection which may now or in the future subsist in any part of the world.

8.2. Hedley Sydney reserves the right to take legal action in respect of and reproduction, copying, distribution, framing, uploading to a third party, publication, adaptation, broadcast, public performance or other use or communication to the public of the information contained on the website.

8.3. Users of the website are not permitted to use any of the trademarks displayed on the Website without the prior written consent of Hedley Sydney or the third party that owns the trademark.

9. COMMENTS AND FEEDBACK

9.1. If you have any questions or comments on or in connection with the Website ("Submissions") and would like to contact Hedley Sydney please send your questions or comments to hello@HedleySydney.co.za. Hedley Sydney values your Submissions, but Hedley Sydney shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.

9.2. By disclosing, submitting or offering your Submissions on the Website, you agree to and hereby grant, and you represent and warrant that you have the right to grant, Hedley Sydney a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sub-license, to use, copy, publicly perform, digitally perform, publicly display and distribute such Submissions, and to sell, modify, create derivative works from and/or to incorporate such Submissions into other works in any form, medium or technology, whether or not known or hereafter developed, in each case, without compensating you.

9.3. When disclosing, submitting, offering, or posting Submissions to the Website, you agree to do so in a responsible and ethical manner, having regard to the following guidelines ("Submission Guidelines"): –

- a. You are solely responsible for any Submission and other material that you submit to, publish or display on, the Website and the views expressed therein are your individual views and do not reflect the views of Hedley Sydney;
- b. You may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by Hedley Sydney;

c. 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; and/or

d. You further agree that you will not post Submissions that are abusive, harassing, stalking, threatening or attacking others; defamatory, offensive, obscene, vulgar or depicting violence; hateful language targeting race/ethnicity, religion, gender, nationality or political beliefs; fraudulent, deceptive, misleading or unlawful; trolling (posting of inflammatory or offtopic messages with the primary intent of provoking an emotional response) or otherwise deliberately disrupting normal on-topic; spamming in nature; upload files that contain viruses or programs that could damage the operation of other people's computers; search technology, such as "webcrawlers" or "web-spiders", to search and gain information from this Website, if such technology will result in slowing down this Website's server or is a copyright infringement of any data and information available from this Website; commercial solicitation or solicitation of donations; link baiting (embedding a link in your post to draw traffic to your own Website).

9.4. Hedley Sydney may at any time, without prior notice and in its sole discretion, remove any Submission, block any access to the Website or take any other appropriate action against any person who violates the T's & C's in general, and the Submission Guidelines in particular.

9.5. Any person that delivers or attempts to deliver any malicious or damaging code to this Website or attempts to gain unauthorised access to any page on this Website may be prosecuted and damages may be claimed in the event that Hedley Sydney suffers any damage or loss.

Clause 9.6 below will limit and excludes obligations, liabilities, and legal responsibilities of Hedley Sydney, and you also indemnify Hedley Sydney against certain claims and limit and exclude your rights and remedies and this places various risks, liabilities, obligations and legal responsibilities on you.

9.6. To the extent allowed by law, you hereby indemnify Hedley Sydney against any and all claims arising from your Submission.

10. PRIVACY STATEMENT

10.1. Hedley Sydney is committed to safeguarding the privacy of the users of this Website. A Hedley Sydney's Privacy Statement, which can be found by clicking on the link at the bottom of this Website, is incorporated by reference into these T& C's, forms part of these T's & C's, and explains the personal information processing practices of Hedley Sydney insofar as it relates to the Website.

10.2 It may be necessary to capture your personal information and details which may then go into a 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 a document such as an ebook or White Paper, to sign up to a newsletter or to submit a query, so that an Hedley Sydney sales or customer service representative may contact you.

10.3 Your captured details could then be used to send out newsletters, company updates via email, or to one of Hedley Sydney's subsidiaries or divisions in order to follow up a potential sales lead.

10.4 The CRM or forms will identify you as being someone who has opted in to get newsletters, emails and other communications from Hedley Sydney. Clause 10.5 below will limit and excludes obligations, liabilities, and legal responsibilities of Hedley Sydney, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

10.5. Hedley Sydney has reasonable security measures in place to protect against the loss, misuse and interception by third parties of the personal information under our control, but to the extent permitted by law, Hedley Sydney assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet. Please see our Privacy Policy for further details.

11. CONSUMER PROTECTION ACT

11.1. If these T's & C's and/or any goods and/or services provided under these T's & C's are regulated by the Consumer Protection Act 68 of 2008, as amended, replaced or re-enacted from time to time ("Consumer Protection Act"), it is not intended that any provision of these T's & C's contravenes any provision of the Consumer Protection Act and therefore all provisions of these T's & C's must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

11.2. Nothing in these T's & C's does or purports to limit or exempt Hedley Sydney from liability for any loss directly or indirectly attributable to the gross negligence of Hedley Sydney or any person acting for or controlled by Hedley Sydney where the law does not permit this, and this clause also does not require you to assume the risk or liability for this kind of loss where the law does not permit this.

12. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT 25 OF 2002 ("ECTA")

12.1. No information or data on this Website constitutes an offer to do business but is merely an invitation to do business.

12.2. No agreements shall be concluded merely by sending a data message to this Website or its owners. Valid agreements will require an acceptance of an offer by Hedley Sydney.

12.3. No email message shall be deemed to have been received by Hedley Sydney until a response has been issued from Hedley Sydney. An automated response from Hedley Sydney shall not satisfy this requirement.

13. INFORMATION IN TERMS OF SECTION 43(1) OF THE ECTA

13.1. In the event that the user is an individual and Hedley Sydney offers him goods or services for sale, hire or exchange by way of electronic transactions from, by or through the Website, Hedley Sydney makes the following information available to the user, in terms of section 43(1) of ECTA:

- a. Full name: Hedley Sydney Proprietary Limited (Hedley Sydney), worldwide including subsidiaries and affiliates
- b. Legal status: Registered private company
- c. Physical address: 47 Ocean Spirit Drive, Milnerton, Cape Town 7441.
- d. Website address: www.HedleySydney.co.za;
- e. Email address hello@HedleySydney.co.za.
- f. Membership of any self-regulatory or accreditation bodies to which Hedley Sydney belongs or subscribes and the contact details of that body: Not applicable.
- g. Registration number 2024 / 323658 / 07.
- h. Names of directors: Marc Fletcher.
- i. Place of registration: Republic of South Africa.
- j. Physical address where Hedley Sydney will receive legal service of documents: 47 Ocean Spirit Drive, Milnerton, Cape Town 7441.
- k. Description of the main characteristics of the goods or services offered by Hedley Sydney to enable the user to make an informed decision on the proposed electronic transaction: Hedley Sydney provides marketing and marketing technology related products and services over a wide range of industries and markets.
- l. Full price of the goods or services, including transport costs, taxes and any other fees or costs: As provided to the user per quote, tender or otherwise.
- m. Manner of Payment: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- n. Any terms of agreement, including any guarantees, that will apply to the transaction and how these terms may be accessed, stored and reproduced electronically by the user: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- o. The time within which the goods will be dispatched or delivered or within which the services will be rendered: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- p. The manner and period within which the user can access and maintain a full record of the transaction: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- r. The return, exchange and refund policy of Hedley Sydney: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- s. The alternative dispute resolution code to which Hedley Sydney subscribes and how the wording of that code may be accessed electronically by the user: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- t. The security procedures and privacy policy of Hedley Sydney in respect of payment, payment information and personal information: The Hedley Sydney manual in terms of the Promotion of Access to Information Act 2 of 2000, can be downloaded from the Website under the "PAIA & POPIA Manual" section. Further, this information is as advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.
- u. Where appropriate, the minimum duration of the agreement in case of agreements for

the supply of products or services to be performed on an ongoing basis or recurrently: As advised to the user by Hedley Sydney in the agreement, quote, tender, or otherwise.

v. The rights of the User in terms of section 44 of ECTA where applicable: The section provides as follows:

“Section 44. Cooling-off period: (1) A consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of goods within seven days after the date of the receipt of the goods; or of services within seven days after the date of the conclusion of the agreement. (2) The only charge that may be levied on the consumer is the direct cost of returning the goods. (3) If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation. (4) This section must not be construed as prejudicing the rights of a consumer provided for in any other law.” The user should kindly visit the Hedley Sydney website for details.

14. GENERAL

14.1. These T's & C's constitute the sole record of the agreement between you and Hedley Sydney in relation to the subject matter hereof. Neither you nor Hedley Sydney shall be bound by any express, tacit, or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings, or representations, whether written or oral, between you and Hedley Sydney in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon Hedley Sydney unless agreed to in writing by Hedley Sydney. No indulgence or extension of time which Hedley Sydney may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Hedley Sydney in terms hereof, save in the event or to the extent that Hedley Sydney has signed a written document expressly waiving or limiting such rights.

14.2. Hedley Sydney shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these T's & C's to any third party without notice to you.

14.3. To the extent permitted by law, Hedley Sydney may update these T's & C's from time to time and you are responsible for periodically reviewing the most current version on the Website. To the extent permitted by law, your continued use of the Website will be deemed your conclusive acceptance of the updated T's & C's. Hedley Sydney reserves the right to change or delete any information, features or contents of the pages of the Website at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features, or contents for which you have paid or are required to pay any consideration, Hedley Sydney will use its reasonable endeavours to exercise this right on notice to you.

14.4. All provisions of these T's & C's are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these T's & C's which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatsoever shall, in such jurisdiction

only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these T's & C's shall remain of full force and effect.

14.5 This Website 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 T's & C's, any disclaimers, copyright and use statements contained in the Website, and any legal matter resulting from the use or inability to use this Website, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, Hedley Sydney may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained on the Website.

14.6. All disputes in terms of the use of this Website or any agreement flowing therefrom, or relating to the inability to use this Website, will be referred at the sole discretion of Hedley Sydney either to adjudication in the High Court of South Africa, or to arbitration in terms of the Association of Arbitrators (Southern Africa) and such arbitration shall be held in Johannesburg, South Africa and conducted in English

14.7. Subject to the provisions of sections 43(5) and 43(6) of ECTA, Hedley Sydney shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website. Furthermore, Hedley Sydney makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be uninterrupted and error free.

14.8. This Website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy him or herself, prior to entering into this agreement with Hedley Sydney, that the service available from and through this Website will meet the user's individual requirements and be compatible with the user's hardware and/or software.