

BROLL PROPERTY GROUP (PROPRIETARY) LIMITED ("BROLL", "WE" OR "US")

STANDARD TERMS OF USE

1. USER ACCESS

- 1.1 These terms of use govern your access to and use of the website operated by Broll at URL:www.broll.com or such other URL as Broll may determine from time to time ("Broll website").
- 1.2 When you indicate to us your acceptance of our standard terms of use by clicking on this "I Accept" button, this agreement will be deemed to be concluded and we hereby grant you the right to access the information and data contained on, or accessible from, the Broll website ("content"), on the terms of use set out below. If you do not accept these terms of use in full, your use of the Broll website must be terminated immediately.

2. LIABILITY AND DISCLAIMERS

- 2.1 Notwithstanding anything to the contrary contained in these terms, Broll shall not be liable to you or to any other person in respect of any loss or damage of whatsoever nature directly or indirectly caused by or arising from any of the following circumstances, and you hereby indemnify Broll against any claims in respect of such loss or damage:
- 2.1.2 any fact or circumstance beyond the reasonable control of Broll;
- 2.1.3 any breakdown in any of the services provided by Telkom (including, but not limited to a line failure);
- 2.1.4 the performance or unavailability of the Broll website, or any other website to which it is connected;
- 2.1.5 any suspension or interruption in the provision of access by Broll;
- 2.1.6 any breach of privacy or security by any person or entity;
- 2.1.7 the loss, damage, destruction, theft, contamination or corruption of any data or content;
- 2.1.8 the preservation and integrity of any text or any other data or content;
- 2.1.9 any publication or use of any information, content, advice, products or services which may be promoted, displayed on or associated with the Broll website or any other website which can be accessed from the Broll website, however such loss or liability may occur, and whether such loss or liability is financial, personal, consequential, incidental or otherwise;
- 2.1.10 your failure to perform any of your obligations in terms of this agreement, including but not limited to a failure to comply with any guideline set out in clause 3.1.
- 2.2 Without limiting the generality of the foregoing, Broll shall not be liable for any damages, claim or liability including without limitation indirect, consequential or incidental loss suffered by you or any other person, whether arising from contract or delict or any other action, act or omission, and you hereby indemnify and hold Broll harmless against any such damages, claim or liability, including but not limited to loss of profits, loss of anticipated business and/or loss of goodwill.
- 2.3 Broll advises that the content is obtained from various sources which Broll reasonably believes to be reliable. However, Broll does not, save where it is expressly stated on the Broll website, operate, control or endorse any content, products or service offered or accessible by means of the Broll website, and any entity that does offer or provide such content, products or services, is not in any way affiliated with Broll, save as may be specified on the Broll website. Broll further does not act as an agent of such entity, not does Broll provide any express or implied warranties or endorsements to you or any other person whatsoever in respect of such content, products or services.
- 2.4 Broll gives no warranties and no warranties are implied regarding the content or any other information contained on any website which can be accessed through or by means of the Broll website. The content is intended and produced for general informational purposes only and should not be relied upon as specific advice of any kind, whether professional, financial, technical or other. Furthermore, the content may contain errors or inaccuracy, may be incomplete and/or out of date. You are therefore advised to consult an appropriate professional and to make your own independent investigations in regard to such content.
- 2.5 Broll further does not warrant that the functions and/or context contained in or on the Broll website, or your access to the Broll website or any part thereof, will be uninterrupted, immediate or error free, that defects will be corrected, or

that the site and/or server that makes it available to you, is free of viruses, infections, bugs or the like, or represents the full functionality, accuracy or reliability of the content.

3 USER ETIQUETTE

- 3.1 You undertake to conform to generally acceptable Internet etiquette and to abide by Broll's user policies, which may be amended from time to time at Broll's sole discretion, (and you hereby indemnify Broll, and hold Broll free from liability, in respect of any loss or damage of whatever nature caused as a result of any breach of such undertaking) which policies include but are not limited to the guidelines set out below:
 - 3.1.1 not to engage in any abuse of e-mail or spamming, including but not limited to, the posting or cross-posting of unsolicited articles with the same message (or substantially the same message) to more than 5 (five) or newsgroup recipients that did not request to receive such messages;
 - 3.1.2 not to post or transmit any message, data, image or programme which is defamatory, or violates any other personality rights;
 - 3.1.3 not to post or transmit any message, data, image or programme which is offensive, threatening, abusive, harassing, harmful or hateful;
 - 3.1.4 not to transmit, distribute or store any material in violation of any applicable law or regulation, including without limitation material protected by copyright, trade mark, trade secret or any other intellectual property rights;
 - 3.1.5 not to post or transmit any message, data, image or programme which violates the intellectual property rights of others;
 - 3.1.6 not to interfere with use of the Internet by any other user of the Internet;
 - 3.1.7 not to post or transmit any file which contains viruses or any other destructive features, regardless of whether or not damage is intended by you;
 - 3.1.8 not to cancel any mail or post other than your own;
 - 3.1.9 not to send unsolicited mail messages, including, without limitation, chain letters, commercial advertising and informational announcements, nor to repeatedly post gratuitous off the topic postings;
 - 3.1.10 not to harvest or collect information about any other persons, including without limitation e-mail addresses and/or names for any purpose whatsoever;
 - 3.1.11 not to violate the privacy of any person or to violate the security of any system or network, which shall include but shall not be limited to:
 - 3.1.11.1 hacking;
 - 3.1.11.2 unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network, or to breach security or authentication measures without express authorisation of the owner of such system or network;
 - 3.1.11.3 unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of such system or network;
 - 3.1.12 not to violate any law, regulation or tariff that may be in force in South Africa or elsewhere. In this regard, you undertake to familiarise yourself with, and ensure that you are kept continuously aware of, any amendments to such laws, regulations or tariffs which may be in force from time to time and which may have any bearing on your access to, or use of, the Internet;
 - 3.1.13 not to perform any act or omission which is generally unacceptable or offensive to Internet users in general, to the public at large or as may be determined by Broll from time to time in its sole and absolute discretion, including but not limited to the hosting or transmitting of pornographic material;
 - 3.1.14 not to contravene any Broll policy as may be updated and amended by Broll and published or accessible from the Broll website from time to time;
 - 3.1.15 not to do anything which tends, has the effect of, or is likely to have the effect of, damaging the name or reputation of Broll, its holding company, subsidiaries or any affiliates;
 - 3.1.16 not to commit any act or omission which may have an adverse technical effect on the integrity or functionality of the Broll network;

- 3.1.17 not to resell or make available to third parties, in any manner whatsoever and whether directly or indirectly, all or any part of the services provided to you by Broll, without Broll's prior written consent;
- 3.1.18 not to give or make available to any person in any way any log-in ID or password utilised in connection with your use of the Broll website ("password"), nor to give or make available in any way your password to any other person for such person's use, and you undertake to take whatever steps may be necessary to ensure the safe-keeping and confidentiality of such password;
- 3.1.19 not to use your password for any simultaneous log-in, nor to permit any other person access to, or use of, such password;
- 3.1.20 not to contravene or violate in any way the policy rules and guidelines posted from time to time to the Broll website;
- 3.1.21 not to obtain or attempt to obtain any materials or information which is not intentionally made available by Broll by means of the Broll website;
- 3.1.22 not to copy, reproduce, republish, download, post, broadcast or transmit in any way, except for your own personal non-commercial home use, any material accessed by means of this site, without Broll's prior written permission;
- 3.1.23 not to adapt, alter or create any work derived from any of the material accessible on the Broll website;
- 3.1.24 not to use the Broll website for any unlawful purposes, or in any manner which infringes the rights of, or restricts or inhibits the use and enjoyment of the Broll website by any third party, including without limiting, conduct which is unlawful, which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content, or the disruption of any normal flow of dialogue on the Broll website.
- 3.2 In the event that you should engage in any one or more of the practices contemplated in 3.1 or should you breach any of these terms of use, which shall be determined in Broll's sole discretion and which decision shall be final, then Broll shall be entitled, without prejudice to its rights:
 - 3.2.1 to terminate, without notice, your access to the Broll website;
 - 3.2.2 to bill you for any costs incurred by Broll, including, but not limited to, bandwidth, administration costs, downtime, usage of Broll's name or registered domain names, and CPU cycles; and
 - 3.2.3 in the event that any such practice has an adverse technical effect on the Broll network, to require you to take such steps as may be necessary to rectify the situation at your own cost and expense; and/or
 - 3.2.4 to terminate this agreement in accordance with clause 7.1.

4 SECURITY

- 4.1 You acknowledge that it is impossible to maintain complete security in respect of information provided, or transactions concluded, on the Internet.
- 4.2 In order to ensure the security and reliable operation of the Broll network to all subscribers, Broll hereby reserves the right to take whatever action Broll may deem appropriate in order to preserve the security and reliability of the Broll network.
- 4.3 You hereby acknowledge and warrant that you shall not utilise Broll's services to compromise the security of or to tamper with the Broll network, or any information or content contained on the Broll network or any computer utilised by Broll, or any other person.

5 BREACH

Should you be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then Broll shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:

- 5.1 immediately suspend your access to the Broll website; and/or
- 5.2 recover from you all bank charges and legal costs including all costs on the attorney and own client scale arising from any breach of these terms; and/or
- 5.3 immediately terminate this agreement in accordance with clause 7.1.

6. CESSION AND DELEGATION

- 6.1 You shall not be entitled to cede any of your rights nor delegate any of your obligations hereunder.
- 6.2 Broll shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.

7. TERMINATION

This agreement may be terminated:

- 7.1 forthwith by Broll in terms of clauses 3.2.4 or 5.3;
- 7.2 by either party on the giving of 1 (one) calendar month's written notice.

8. INTELLECTUAL PROPERTY

- 8.1 Your right to access the Broll website and the content, does not in any way convey or transfer any rights in or to the intellectual property rights of Broll, any content or in the compilation of the Broll website (including but not limited to the collection, arrangement and assembly of the content of the Broll website) or in any of the trade marks, copyright, registered designs, patents, domain names and rights, know-how and confidential information, trade secrets or any other intellectual property right which may vest in Broll or in the author, compiler, creator or licensor of such information.
- 8.2 All Broll trade marks, logos, brands, domain names and other marks and intellectual property relating to the Broll website, all content (including but not limited to all text, graphics, logos, button icons, images, audio clips and software) shall remain the sole property of Broll and the relevant licensors, and you warrant that you will not use them in any way without Broll's prior written approval.
- 8.3 You are only permitted to use the Broll website for your personal fair use and warrant that you will not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer or sell any content or software, including any source code, of or relating to the Broll website, nor will you reproduce the whole or any part of any content, nor will you use such software, information and/or content in any work or publication, whether in print, electronic medium or otherwise, for any commercial purpose (whether for gain or not), without the prior written approval of Broll.

9. THIRD PARTY LINKS

- 9.1 The Broll website may contain links to other websites which are not owned, operated or controlled by Broll ("linked sites"). Broll is in no way responsible for any content on such linked sites, including without limitation any links to or from such linked sites, or any changes to any content on such linked sites. Broll provides you with links to linked sites for your convenience. A link to a linked site does not mean or imply that Broll endorses the linked site, the contents of the linked site or any product or service offered by means of the linked site, nor that Broll endorses or is in any way associated with the owners or operators of such linked site.
- 9.2 In addition to these terms, your access to any linked site may also be governed by specific terms of use relating to such linked site. Any dealings or relationship you may have with the owner or operator of any linked site is solely between you and such owner or operator, and Broll shall have no responsibility in respect of any such dealings.

10. INFORMATION RECEIVED BY BROLL OR POSTED TO THE BROLL WEBSITE

- 10.1 Broll does not claim ownership of any information which you provide to Broll or which you post, upload, input, or submit to the Broll website ("your information"), however, by so providing, posting, uploading, inputting or submitting such information, you hereby grant Broll, its affiliates and any sub-licensees a perpetual licence to use, distribute, transmit, publicly display, publicly perform, reproduce, archive, edit, translate and/or reformat your information, and to publish your name and details in regard thereto, without any compensation, in such manner as it in its sole discretion deems appropriate.
- 10.2 You hereby warrant that you own all rights in and to your information.
- 10.3 Subject to 10.1 above, Broll reserves the right to disclose any of your information or any personal information pertaining to you and/or your use of the Broll website, without your consent, if Broll reasonably believes that such action is necessary:
 - 10.3.1 to conform with the requirements of any law or regulation or to comply with any legal process;

10.3.2 to protect and/or defend the rights and/or property of Broll and/or any of its affiliates;

10.3.3 to enforce any of its rights under these terms of use; or

10.3.4 to act to protect to the rights of Broll or any person whatsoever.

11 ALTERATION TO THESE TERMS

Broll reserves the right to alter these terms of use at any time by posting notification that the terms of use have changed on the Broll website. You will be responsible for reviewing any such changes each time you access the Broll website and your continued use of the Broll website after changes have been posted online, constitutes your acceptance of this agreement as modified by the posted changes.

12 PRIVACY PLEDGE

For details on what information we require from you, and what we do with such information, together with details of how to alter any information with which you provide us, please see our [Privacy Pledge](#).

13 SPECIFIC TERMS OF USE

If any specific terms of use appear on any website in regard to all or a portion of the content of such website, which specific terms of use conflict with any of these terms of use, then the specific terms shall prevail in regard to such content.

14 GENERAL

14.1 You acknowledge and agree that this agreement sets out the whole of the agreement between you and Broll in regard to the subject matter thereof and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which you are relying in concluding this agreement and Broll shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

14.2 No extension of time or indulgence which Broll may grant to you shall constitute a waiver of any of Broll's rights, who shall not thereby be precluded from exercising any rights against you which may have arisen in the past or which might arise in the future.

14.3 This agreement shall be deemed to have been concluded in the Republic of South African and shall be governed by and interpreted according to the laws of the Republic of South Africa. To the extent necessary you hereby submit to the jurisdiction of the South African courts for all purposes arising from these terms.

15 QUERIES

In the event that you have any queries or concerns arising from these terms of use or your use of the Broll website, please contact us at : broll@broll.co.za