

Terms of Website Use

Please read these Terms of Website Use ("Terms") carefully before using this website as they tell you the rules for using this website www.growthmap.com ("our site").

By using our site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our site. We recommend that you print a copy of these Terms for future reference.

Who we are and how to contact us

www.growthmap.com is a site operated by GROWTHMAP INFONOMICS ("We"). We are a close corporation company registered in South Africa under the Companies Act 71 of 2008 and have our registered office and main trading address at The Business Exchange, 150 Rivonia Road, Morningside, 2057

To contact us, please telephone our customer service line on +27 (0) 83 3888 031 or contact us through the Contact Us page <https://www.growthmap.com/lets-talk/>.

There are other terms and Conditions that may apply to you

These Terms refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <https://www.growthmap.com/privacy-policy/> which sets out the terms and conditions on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy <https://www.growthmap.com/cookie-policy/>, which sets out information about the cookies on our site.

Where you purchase products or services through our site, different terms and conditions will apply to these purchases.

We may make changes to these terms

We amend these Terms from time to time. Every time you wish to use our site, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated in 13 July 2018.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products and services, our users' needs and our business priorities.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of

our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@growthmap.com

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

We have a licence to use the registered trademarks "NPO Sustainability Rating™", "EDO Sustainability Rating™" and "Business Sustainability Rating™" on our site. You are not permitted to use these trade marks unless it is part of material you are using as permitted above.

If you print off, copy or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including blog posts. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us by email at info@growthmap.com

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you through our site.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or

- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

ACCEPTABLE USE

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation, blogs (**interactive services**).

Where we do provide any interactive service, we are under no obligation to oversee, monitor or moderate this service, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards below.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

Uploading content to our site and our content

Whenever you make use of a feature that allows you to upload content to our site or to make contact with other users of our site, such as a blog, you must comply with the content standards set out below.

To the extent that you contribute any information or material to our site (**contributions**), these must be accurate in all material respects (where they state facts), be genuinely held (where they state opinions), and comply with applicable law in the South Africa and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any contribution does comply with the standards set out in these Terms, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out above.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your

identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided that:

- You do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link to our site in any website that is not owned by you.
- The website in which you are linking must comply in all respects with the content standards set out in these Terms.
- You may not link to any part of our site other than the home page and our site must not be framed on any other site

We reserve the right to withdraw linking permission without notice.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these Terms through your use of our site. When a breach has occurred, we may take such action as we deem appropriate which may include (but is not limited to):

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs resulting from the breach.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

Which country's laws apply to any disputes

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by the South African law. You and we both agree that the courts of South Africa will have exclusive jurisdiction except that if you are a resident outside South Africa you may also bring proceedings in the territory in which you are resident.

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the South African law. We both agree to the exclusive jurisdiction of the courts of South Africa.