

WEBSITE TERMS AND CONDITIONS OF USE

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS WHO ACCESS THE BUSINESS BEYOND BOUNDARIES (BBB) WEBSITE OR ANY PART THEREOF IN TERMS OF SECTION 11(3) OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#).

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE WEBSITE IMMEDIATELY AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "BBB" means BDSV Holdings (Pty) Ltd trading as Business Beyond Boundaries, a company duly incorporated in the Republic of South Africa in accordance with the Companies Act 61 of 1973, as amended;
- b) "BBB website" means the BBB website located at www.bbb-sa.co.za and includes any part or element thereof;
- c) "User" means any person who enters or uses the BBB website, notwithstanding the fact that such a person only visited the home page of the BBB website;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1 GENERAL

- 1.1 BDSV Holdings (Pty) Ltd, trading as Business Beyond Boundaries, is business improvement consultancy and professional services company operated by an integrated team of businessmen with proven track records gained in careers as senior executives with leading local and international organisations across multiple business sectors.
- 1.2 The team applies its collective knowledge and extensive practical experience in providing advice, guidance and implementation support services to organisations that wish to review and improve business performance.

2 ALLOWED USE AND LICENSE

- 2.1 The BBB web site and associated services may only be used for lawful purposes and activities. The use of the website/network or services, including the transmission, storage and distribution of any material or content, that violates any law or regulation of the Republic of South Africa. This includes, but is not limited to:
 - Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
 - Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the country or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
 - Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets.
 - Any violation of another's right to privacy, including any effort to collect personal data of third parties without their consent.
 - Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with BBB on behalf of another subscriber without their consent.
 - Any violation of the exchange control laws.
 - Any activity that results in the sale, transmission or distribution of pirated or illegal software.

- Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.
- 2.2 BBB licenses the User to view, download and print the content of the BBB website, provided that such content is used for personal, educational and/or non-commercial purposes only;
 - 2.3 Content from the BBB website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of BBB;
 - 2.4 The caching of the BBB website shall only be allowed if:
 - 2.4.1 The purpose of the caching is to make the onward transmission of the content from the BBB website more efficient;
 - 2.4.2 The cached content is not modified in any manner whatsoever;
 - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4 The cached content is removed or updated when so required by BBB.
 - 2.5 If any User uses content from the BBB website in breach of the provisions detailed herein:
 - 2.5.1 BBB reserves the right to claim damages from the User;
 - 2.5.2 BBB reserves the right to institute criminal proceedings against the User; and
 - 2.5.3 BBB shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
 - 2.6 Hyperlinks to the BBB website from any other source shall be directed at the home page of the BBB website. BBB shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the BBB website, if such content was accessed through a hyperlink not directed at the home page of the BBB website. Persons that wish to link to content beyond the home page of the BBB website shall do so at their own risk and indemnify BBB against any loss, liability or damage that may result from the use of content from the BBB website, if such content was accessed through a hyperlink not directed at the home page of the BBB website;
 - 2.7 No person may frame the BBB website, in any manner whatsoever, without the prior written consent of BBB;
 - 2.8 Apart from bona-fide search engine operators and use of the search facility provided on the BBB website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the BBB website for any purposes, without the prior written consent of BBB; and
 - 2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by BBB at any time without giving reasons therefore.

3 INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

- 3.1 All intellectual property on the BBB website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of their respective owners or licensed to BBB and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the BBB website are expressly reserved.

4 ACTION FOLLOWING BREACH IN TERMS OF USAGE

- 4.1 Upon receipt of a complaint, or having become aware of an incident, BBB or its appointed service provider may, at their sole and reasonably-exercised discretion take any of the following steps:
 - 4.1.1 In the case of a network, inform the user's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and the ISPA Code of Conduct (if applicable);

- 4.1.2 In severe cases suspend access of the user's entire network until abuse can be prevented by appropriate means;
 - 4.1.3 In the case of individual users, warn the user; suspend the user's account and/or revoke or cancel the user's network access privileges completely;
 - 4.1.4 In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
 - 4.1.5 Assist other networks or website administrators in investigating credible suspicions of any activity listed in this AUP;
 - 4.1.6 Institute civil or criminal proceedings;
 - 4.1.7 Share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.
- 4.2 Any one or more of the steps listed above, insofar as they are deemed necessary by BBB or its appointed service provider may be taken against the offending party.

5 SOFTWARE AND EQUIPMENT

- 5.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the BBB website and/or download content from this website.

6 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

- 6.1 Access to the services, content, software and content downloads available from the BBB website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and BBB has the duty to disclose the following information:
 - 6.1.1 The full name and legal status of the website owner: BDSV Holdings (Pty) Ltd (trading as Business Beyond Boundaries);
 - 6.1.2 Company Registration Number: 2009/021092/07;
 - 6.1.3 VAT registration number: 4060257005;
 - 6.1.4 Street address: Unit 12, Bond Street Business Park, Corner Bond Street / Kent Avenue, Randburg 2195;
 - 6.1.5 Postal address: PO Box 4398, Randburg 2125;
 - 6.1.6 Physical address for receipt of legal service: The Managing Executive, Unit 12 , Bound Street Business Park, Corner Bond Street / Kent Avenue, Ranburg;
 - 6.1.7 Telephone Number: 011 781 2182;
 - 6.1.8 Directors: B D Streak, P L Doig;
 - 6.1.9 Main business: To provide business improvement consultancy and professional services to clients.
 - 6.1.10 The address of the BBB website is: www.bbb-sa.co.za;
 - 6.1.11 The official email address of the BBB is: brian.streak@bbb-sa.co.za;
 - 6.1.12 Copies of the Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 are available as a download from the web site.
 - 6.1.13 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
 - 6.1.13.1 access to the BBB website;
 - 6.1.13.2 the inability to access the BBB website;

6.1.13.3 the services and content available from the BBB website; or

6.1.13.4 these terms and conditions;

shall be referred to arbitration in terms of the [expedited rules](#) of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

6.1.14 The cost associated with the access and use of the BBB website is subject to terms and conditions entered into between BBB and the residents of the estate.

6.1.15 Users may lodge complaints concerning the BBB website by contacting Brian Streak, managing executive of BBB (Tel 082 568 2741) or brian.streak@bbb-sa.co.za. Users hereby assign the copyright in such complaints to BBB and understand that BBB may use, disclose and publish such complaints and is furthermore under no legal duty to answer, resolve or address such complaints.

7 CHANGES AND AMENDMENTS

BBB expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 7.1 change these terms and conditions;
- 7.2 change the content and/or services available from the BBB website;
- 7.3 discontinue any aspect of the BBB website or service(s) available from the BBB website; and/or
- 7.4 change the software and hardware required to access and use the BBB website.

8 PRIVACY

- 8.1 BBB shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000 \(PAIA\)](#);
- 8.2 When a visitor accesses the BBB web site to read web/html pages or download information, the following non-identifying information is automatically collected and stored:
 - 8.2.1 The Internet protocol (IP) address from which the user accesses the web site. An IP address is a unique number that is automatically assigned to the computer used to access the Internet;
 - 8.2.2 The type of browser, such as Internet Explorer or Mozilla, and operating system, such as Windows Vista or MacOs, used to access the site;
 - 8.2.3 The date and time the site is accessed, for the purpose of traffic and statistical monitoring;
 - 8.2.4 The pages visited, for the purpose of improving the usefulness of the web site by providing helpful links and removing information and / or pages that are not read.
- 8.3 This information does not identify the visitor personally. The above information is stored in system logs and is used to make the site more useful to visitors by learning the number of visitors to the site, the number of pages served, and the level of demand for specific pages. Information pertaining to identifiable individuals and their visits are not tracked or recorded other than for purely legal purposes as described in Clause 2 above.

9 HYPERLINKS TO THIRD PARTY SITES

- 9.1 BBB may provide hyperlinks to websites not controlled by BBB (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and
- 9.2 BBB does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

10 SECURITY

- 10.1 BBB shall take all reasonable steps to secure the content of the BBB website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, BBB does not make any warranties or representations that content shall be 100% safe and secure;
- 10.2 BBB is under no legal duty to encrypt any content or communications from and to the BBB website and is also under no legal duty to provide digital authentication of any page on the BBB website;
- 10.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the BBB website or the server and computer network that support the BBB website;
- 10.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the BBB website, whether on purpose or negligently, shall, without any limitation, indemnify and hold BBB harmless against any and all liability, damages and losses BBB and its partners / affiliates may suffer as a result of such damaging code;
- 10.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the BBB website and BBB reserves the right to claim damages any and all persons concerned with a security failure or breach; and
- 10.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by BBB and its partners / affiliates.

11 DISCLAIMER AND LIMITATION OF LIABILITY

- 11.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, BBB (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - 11.1.1 access to the BBB website;
 - 11.1.2 access to websites linked to the BBB website;
 - 11.1.3 inability to access the BBB website;
 - 11.1.4 inability to access websites linked to the BBB website;
 - 11.1.5 content available on the BBB website;
 - 11.1.6 services available from the BBB website;
 - 11.1.7 downloads and use of content from the BBB website; or
 - 11.1.8 any other reason not directly related to BBB's gross negligence.
- 11.2 The BBB website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with BBB, that the content available from and through the BBB website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 11.3 BBB does not make any warranties or representations that content and services available from the BBB website will in all cases be true, correct or free from any errors. BBB shall take all reasonable steps to ensure the quality and accuracy of content available from the BBB website and encourage Users to report incorrect and untrue information subject to the right of BBB to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website; and
- 11.4 BBB does not make any warranties or representations that the BBB website shall be available at all times. Users acknowledge that the BBB website may be unavailable due to updates or other

causes beyond the reasonable control of BBB, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

12 REMOVAL AND CORRECTION OF CONTENT

12.1 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the BBB website to BBB and BBB undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

13 INTERCEPTION OF COMMUNICATIONS

13.1 Subject to the provisions of the [Regulation of Interception of Communications \(RIC\) Act 70 of 2002](#), the User agrees to BBB's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the BBB website, its staff and employees; and

13.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

14 ENTIRE AGREEMENT AND SEVERABILITY

14.1 These terms and conditions constitute the entire agreement between BBB and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by BBB from the User;

14.2 Any failure by BBB to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

15 AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and BBB agree that:

15.1 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 the BBB website for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the User to BBB shall only be deemed to have been received if and when responded to and an automated response is not a response for this purpose;

15.3 data messages (as defined in the ECT Act) addressed to the User by BBB shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

15.4 data messages (as defined in the ECT Act) addressed by the User to BBB shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and BBB; and

15.6 The User agrees and warrants that data messages that are sent to BBB from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

16 APPLICABLE AND GOVERNING LAW

16.1 The BBB website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the BBB website, its content, services and these terms and conditions.

17 LEGAL COSTS

17.1 BBB shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.