

Terms of use

THESE TERMS OF USE WERE UPDATED IN JULY 2021

THESE TERMS OF USE APPLY TO THE USE OF THE STUDENT CONNECTS WEBSITE AND THE STUDENT CONNECTS SERVICES. PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE STUDENT CONNECTS WEBSITE, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT USE THE STUDENT CONNECTS WEBSITE.

Note about important provisions

To the extent that the Consumer Protection Act, No 68 of 2008 applies, we have a duty to point out certain important provisions in these Terms of Use to you. The Sections which contain these important provisions and reasons why they are important are set out below. **It is also very important that you read all of these sections carefully and not just what we say below.**

- **Limitations of risk, legal responsibilities and liability.** Sections 2A, 2B, 2C, 9, 10, 12, 13, 14, 18 and 20 are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited and excluded. These sections also limit and exclude your right to recover or make claims for losses, damages, liability or harm that you or others may suffer.
- **Assumptions of risk, legal responsibilities and liability by you.** Sections 2C, 3, 4, 6, 8, 9, 10, 11, 12, 13, 14, 18 and 20, are important because you take on risk, legal responsibilities and liability. As a result of these Sections, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these Sections. We will also be able to terminate our services to you as a result of these Sections.
- **Acknowledgements of fact by you.** Sections 2C and 16 are important because they each contain statements which are acknowledgements of fact by you. You will not be able to deny later that the statements are true. We may take action against you and may have claims against you as a result of these statements.
- **Indemnities by you.** Section 10 requires you to indemnify and hold harmless STUDENT CONNECTS and other persons or entities against claims, loss, damages, and harm that that may be suffered by STUDENT CONNECTS and other persons or entities as a result of the events set out in Section 10. You are also required to indemnify and hold harmless STUDENT CONNECTS and other persons and entities against claims for loss, damages, and harm that that may be made by any person or entity as a result of the events set out in Section 10. This places various risks, liabilities, obligations and legal responsibilities on you. You will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed by STUDENT CONNECTS.

1. ACCEPTANCE

The Website and the Service are provided to you subject to these Terms of Use (these "**Terms**"). By accessing or using the Website or using the Service, you agree that you have read, understood and agree to be bound by these Terms. For the purpose of the Terms and wherever the context so requires, the terms "you", "your" and "user" shall mean any person who uses the Website or the Service in any manner whatsoever, including persons browsing the Website and its content, posting comments or any content, or responding to any advertisements or content on the Website. Additionally, when using a portion of the Service, you agree to comply with all applicable posted guidelines and policies for such Service. There may also be specific terms and conditions that apply to the use of particular parts of the Service and you will also be required to comply with such specific terms and conditions when using that part of the Service. Such terms and conditions will be displayed on the part of the Website where such parts of the Service are accessible.

You are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto, you must immediately discontinue use of the Website and the Service. These Terms may be updated by STUDENT CONNECTS from time to time in accordance with Section 13.

STUDENT CONNECTS may provide a translation of the English version of the Terms into other languages. Any translation of the Terms into other languages is for your convenience only and the English version governs the terms of your relationship with STUDENT CONNECTS. Furthermore, if there are any inconsistencies between the English version of the Terms and any translation, the English version of the Terms shall prevail.

The term "affiliates" as referred to in Sections 10, 14 and 20 of these Terms means (i) any company which controls STUDENT CONNECTS from time to time; (ii) any company which is controlled or owned by STUDENT CONNECTS from time to time, (iii) any company commonly controlled or owned with STUDENT CONNECTS from time to time; or (iv) any entity forming part of STUDENT CONNECTS's group of companies jointly offering the Service from time to time.

2. DESCRIPTION OF SERVICE AND CONTENT POLICY

A. STUDENT CONNECTS is the next generation of online classifieds. We provide a platform where our users who comply with these Terms can offer, sell, and buy products and services listed on the Website. Although you may be able to conduct payment and other transactions through the Website, using third-party vendors, STUDENT CONNECTS is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, STUDENT CONNECTS is not a party to such transactions, has no control over any element of such transactions, and, as far as the law allows, and subject to Section 19, shall have no liability towards any party in connection with such transactions. As far as the law allows and subject to Section 19, you use the Service and the Website at your sole risk and responsibility.

B. STUDENT CONNECTS is not responsible for any advertisements, comments, offerings, user postings, images, photographs, videos, sound clips, directory information, business listings/information, or any other materials made available through the Website or Service, or any messages between users, including without limitation, e-mails or chats or other means of electronic communication ("**Content**"), whether accessed or exchanged through the Website or other third party websites ("**Third Party Websites**"). By using the Website and the Service, you

may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. As far as the law allows and subject to Section 19: (i) you are responsible for, must evaluate, and bear all risks associated with the use of any Content; (ii) you may not rely on any Content; and (iii) under no circumstances will STUDENT CONNECTS be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading of any Content listed, e-mailed or otherwise made available via the Service. STUDENT CONNECTS is not obliged to pre-screen or approve any Content, but STUDENT CONNECTS has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms where such violation is brought to STUDENT CONNECTS's knowledge. Furthermore, the Website and Content available through the Website may contain links to Third Party Websites which are completely unrelated to STUDENT CONNECTS. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. As far as the law allows, and subject to Section 19, STUDENT CONNECTS makes no representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Websites, and your linking to any other websites is, as far as the law allows and subject to Section 19, completely at your own risk and STUDENT CONNECTS will not be liable in any way for your link to such other websites.

C. As far as the law allows, and subject to Section 19, you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and undertake that: (i) you own or have and shall continue to, for such time the Content is available on the Website, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Website (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorise STUDENT CONNECTS to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms.

For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Website, you hereby grant to STUDENT CONNECTS an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Website and STUDENT CONNECTS's (and its successors') business, including, without limitation, for the purpose of promoting and redistributing part or all of the Website and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by STUDENT CONNECTS in order to host and display your Content.

You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website, which licence excludes, amongst other things, scraping of Content and any other possible use for commercial purposes. The license you have granted to each user in terms of this Section you terminates once you or STUDENT CONNECTS remove or delete such Content from the Website.

By you posting Content to any public area of the Service, you agree to and do hereby grant to STUDENT CONNECTS all rights necessary to (i) prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Website by any party for any purpose which contravenes these Terms; and (ii) to enforce, on your behalf all rights you may have in the Content against any infringement by a third party.

These rights are perpetual and cannot be revoked by you and will apply and can be exercised throughout the world.

STUDENT CONNECTS does not endorse any Content or any opinion, statement, recommendation, or advice expressed in the Content, and, as far as the law allows, and subject to Section 19, STUDENT CONNECTS expressly disclaims any and all liability in connection with Content. STUDENT CONNECTS does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and STUDENT CONNECTS may, at its sole discretion, remove any infringing Content or which it may consider to be infringing. STUDENT CONNECTS reserves the right to remove any Content without prior notice. STUDENT CONNECTS may also terminate a user's access to the Website, if they are determined to be a repeat infringer or found to be engaging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Website more than twice. Further, at its sole discretion, STUDENT CONNECTS reserves the right to decide whether any Content is appropriate and complies with these Terms.

3. CONDUCT

A. You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Website, or otherwise make available Content:

1. that violates any law or regulation;
2. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant STUDENT CONNECTS all of the license rights granted in these Terms;
3. that infringes any of the intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
4. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
5. that harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
6. that violates any local employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, colour, religion, sex, national origin, age, or disability of the applicant.
7. that includes personal or identifying information about another person or entity without that person's explicit consent;
8. that impersonates any person or entity, including, but not limited to, an STUDENT CONNECTS employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
9. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
10. that is false, deceptive, misleading, deceitful or constitutes a "bait and switch" offer;

11. that constitutes or contains "pyramid schemes", "jokes", "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "bait marketing", "negative option marketing", "referral selling" or unsolicited advertisements of a commercial nature;
12. that constitutes or contains any form of advertising or solicitation if (a) posted in areas or categories of the Website which are not designated for such purposes; or (b) e-mailed to STUDENT CONNECTS users who have requested not to be contacted about other services, products or commercial interests;
13. that includes links to commercial services or Third Party Websites, except as specifically allowed by STUDENT CONNECTS;
14. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation, sales of items that are prohibited or regulated by applicable law;
15. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
16. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack or distributed denial of service attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
17. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

B. Additionally, you agree not to:

1. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a Third Party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
2. make any libellous or defamatory comments or postings to or against anyone;
3. collect personal information about other users or entities for commercial or unlawful purposes;
4. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file;
5. post Content that is outside the local area or not relevant to the local area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
6. post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;
7. attempt to gain unauthorised access to computer systems owned or controlled by STUDENT CONNECTS or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Website;
8. use any form of automated device or computer program (sometimes referred to as "flagging tools") that enables the use of STUDENT CONNECTS's "flagging system" or other community control systems without each flag being manually entered by a human that initiates the flag (an "automated flagging device"), or use any such flagging tool to remove posts of competitors, other

third parties or to remove posts without a reasonable good faith belief that the post being flagged violates these Terms or any applicable law or regulation; or

9. use any automated device or software that enables the automatic submission or alteration of postings on STUDENT CONNECTS without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals.

C. Any Content uploaded by you shall be subject to relevant laws and may be disabled and may be subject to investigation under applicable laws..

5. POSTING AGENTS

As used herein, the term "Posting Agent" refers to a third-party agent, service or intermediary that offers to post Content to the Service on behalf of others. STUDENT CONNECTS prohibits the use of Posting Agents, directly or indirectly, without the express written permission of STUDENT CONNECTS. In addition, Posting Agents are not permitted to post Content on behalf of others, directly or indirectly, or otherwise access the Service in order to post Content on behalf of others, except with express written permission or license from STUDENT CONNECTS.

6. ACCESS TO THE SERVICE

STUDENT CONNECTS grants you a limited, revocable, non-transferable, non-exclusive licence to access and use the Service for personal use. This licence does not include any of the following: (a) access to or use of the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service; or (c) any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by STUDENT CONNECTS or as otherwise set forth in these Terms.

Notwithstanding the foregoing, general purpose internet search engines and non-commercial public archives that gather information for the sole purpose of displaying hyperlinks to the Service may engage in the activities set forth in (b), provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. For purposes of this exception, a "general purpose internet search engine" does not include a website or search engine or other service that specialises in classified listings, including any subset of classified listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services.

The licence set forth in this Section 5 permits you to display individual postings on the Service on your website, or create a hyperlink thereto, so long as such use is for non-commercial and/or news reporting purposes only (e.g. for use in personal blogs or other personal online media). STUDENT CONNECTS may limit the amount of postings displayed on or linked to your website. Use of the Service beyond the scope of authorised access as set forth in these Terms immediately terminates any permission or license granted by STUDENT CONNECTS in these Terms. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated in these Terms, you must first obtain an appropriate license from STUDENT CONNECTS.

7. NOTIFICATION OF CLAIMS OF INFRINGEMENTS

If you are an owner of intellectual property rights, or an agent who is fully authorised to act on behalf of the owner of intellectual property rights, and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorised to act, you may submit a notification to STUDENT CONNECTS together with a request to STUDENT CONNECTS to delete the relevant Content in good faith. The notification and the request must contain the following information:

1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the intellectual property rights claimed to have been infringed, or, if multiple intellectual property rights at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the Content (by means of data or communication link, etc.) that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit STUDENT CONNECTS to locate the material;
4. Information reasonably sufficient to permit STUDENT CONNECTS to contact you, such as an address, telephone number, and an electronic mail address;
5. A signed statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the intellectual property right-owner, its agent, or the law;
6. A signed statement that the intellectual property-owner hold STUDENT CONNECTS harmless from any claim of any third party in connection with the removing by STUDENT CONNECTS of the relevant content; and
7. A signed statement that the information in the notification is accurate and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications must be sent to info@STUDENT_CONNECTS.co.za,

8. INTELLECTUAL PROPERTY RIGHTS

The materials on the Website, other than the user Content that you licensed under these Terms, but including (without limitation) the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("**Materials**") and the trademarks, service marks and logos contained therein, are owned by or licensed to STUDENT CONNECTS, and are subject to copyright and other intellectual property rights under South African and foreign laws and international conventions. In connection with the Services, the Website may display certain Materials that are protected by intellectual property rights and proprietary rights belonging to third parties. Use of these Materials may be subject to a licence granted by third parties to STUDENT CONNECTS. You shall, in no event, reverse engineer, decompile, or disassemble such Materials and nothing herein shall be construed to grant you any right in relation to such Materials. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. STUDENT CONNECTS reserves all rights not expressly granted in these Terms to the Website and the Materials. You agree to not engage in the use,

copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Website for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof for further reproduction or redistribution is expressly prohibited.

9. USER SUBMISSIONS

When using the Website, you will be exposed to Content from a variety of sources, and that, as far as the law allows, and subject to Section 19, STUDENT CONNECTS is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further may be exposed to Content that is inaccurate, offensive, indecent, objectionable, defamatory or libellous and, as far as the law allows, and subject to Section 19, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against STUDENT CONNECTS with respect thereto.

10. INDEMNITY

As far as the law allows, and subject to Section 19, you agree to defend, indemnify and hold harmless STUDENT CONNECTS, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (ii) your violation of any third party right, including without limitation any copyright, trade mark, trade secret or other property, or privacy right; or (iii) any claim that your Content caused damage to a third party. As far as the law allows, and subject to Section 19, this defence and indemnification obligation will, subject to any provisions contained in the Prescription Act, 68 of 1969, survive termination, modification or expiration of these Terms and your use of the Service and the Website.

11. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements or other unsolicited communications to STUDENT CONNECTS email addresses or through STUDENT CONNECTS computer systems is expressly prohibited by these Terms. You agree that from time to time STUDENT CONNECTS may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the STUDENT CONNECTS e-mail system. Any communication between yourself and any other user utilising the communication features available on the Service and the Website may be used only in accordance with the Terms. Any unauthorised use of STUDENT CONNECTS computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil claims and criminal penalties.

12. DEALINGS WITH ORGANISATIONS AND INDIVIDUALS

As far as the law allows, and subject to Section 19, STUDENT CONNECTS shall not be liable for your interactions with any organisations and/or individuals on the Website or through the Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. As far as the law allows, and subject to Section 19, STUDENT CONNECTS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. In the event that you have a dispute with one or more other users, as far as the law allows, and subject to Section 19, you hereby release STUDENT CONNECTS, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

13. LIMITATION AND TERMINATION OF SERVICE AND AMENDMENTS TO THESE TERMS

STUDENT CONNECTS may establish limits from time to time concerning use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service or the Website.

STUDENT CONNECTS, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), to modify or discontinue the Service (or any part thereof), and to remove and discard any Content within the Service. As far as the law allows and subject to Section 19, STUDENT CONNECTS has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website or the Service and shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service or for any termination of your access to the Website or the Service.

STUDENT CONNECTS may also from time to time amend these Terms. All changes to the Service or to these Terms will take effect from the time that STUDENT CONNECTS places them on the Website. You are responsible for reviewing and checking these Terms whenever you wish to use the Service or the Content.

Any changes to the Terms relating to paid services shall be notified to you at least 30 days (or such shorter period as may be required by law or as may be reasonable having regard to the nature and content of the changes) before the changes come into effect. We will do this by sending you an email, or through a pop-up notice when you access the Service or the Website.

14. DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY

AS FAR AS THE LAW ALLOWS, AND SUBJECT TO SECTION 19, YOU AGREE THAT USE OF THE WEBSITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

AS FAR AS THE LAW ALLOWS AND SUBJECT TO SECTION 19, STUDENT CONNECTS, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND

SERVICE AND YOUR USE THEREOF. STUDENT CONNECTS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY THIRD PARTY WEBSITES LINKED TO THE WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE SERVICE.

AS FAR AS THE LAW ALLOWS, AND SUBJECT TO SECTION 19, STUDENT CONNECTS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND STUDENT CONNECTS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND/OR OTHER USERS AND/OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

AS FAR AS THE LAW ALLOWS, AND SUBJECT TO SECTION 19, IN NO EVENT SHALL STUDENT CONNECTS, ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF STUDENT CONNECTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE OR THE SERVICE, (II) FROM INABILITY TO USE THE WEBSITE OR THE SERVICE, OR (III) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE OR THE SERVICE, (IV) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (V) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICE, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (VIII) ANY BUGS, MALWARE, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, (IX) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, COMMUNICATED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE SERVICE.

SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION, OPINIONS OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICE OR ANY LINKS ON THE STUDENT CONNECTS SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

AS FAR AS THE LAW ALLOWS, AND SUBJECT TO SECTION 19, YOU AGREE THAT STUDENT CONNECTS SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. STUDENT CONNECTS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE IS APPROPRIATE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE WEBSITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

15. ASSIGNMENT

These Terms, and any rights, licenses and obligations granted under these Terms, may not be ceded, delegated, transferred or assigned by you. You agree that STUDENT CONNECTS may, at any time and without restrictions, transfer, cede, delegate or assign any or all of its rights and obligations under these Terms. Any cession, delegation, assignment or transfer by you shall be null and void.

16. ABILITY AND AUTHORITY TO ACCEPT THESE TERMS

This Website is intended only for adults and for entities and persons that are entitled to contract as per applicable laws. If you are using/accessing this Website as a representative of any person/entity, you warrant, represent and undertake that you are legally authorised to represent that person/entity. You warrant, represent and undertake that you are either at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

17. GENERAL INFORMATION

These Terms and the other policies posted by STUDENT CONNECTS on the Website constitute the complete and exclusive understanding and agreement between you and STUDENT CONNECTS and govern your use of the Service and the Website superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. These Terms and the relationship between you and STUDENT CONNECTS shall be governed by the laws of the Republic of South Africa without regard to its conflict of law principles. Any claim you may have against STUDENT CONNECTS must be submitted to the exclusive jurisdiction of the courts located within the Republic of South Africa. The failure of STUDENT CONNECTS to exercise or enforce any right, remedy or provision in or arising from these Terms shall not constitute a waiver of such right, remedy or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision. If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired. These Terms shall inure to the benefit of and be binding upon each party's successors.

18. VIOLATION OF TERMS AND LIQUIDATED DAMAGES / CONTACT US:

Please report any violations of the Terms that you become aware of by contacting us using the link at the bottom of the Website's homepage at www.STUDENTCONNECTS.co.za. Any failure to act by STUDENT CONNECTS with respect to a breach by you or others does not waive our

right to act with respect to subsequent or similar breaches by you or others. You understand and agree that, because damages are often difficult or impossible to quantify, if actual damages cannot be reasonably calculated then, as far as the law allows, and subject to Section 19, you will be liable to pay STUDENT CONNECTS the following as liquidated damages:

1. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree that STUDENT CONNECTS in its sole discretion may disclose identifying information about you to the victim, and that, should STUDENT CONNECTS bring a claim against you in court, that you will pay STUDENT CONNECTS one thousand Rand (R 1,000.00) for each such message.
2. If STUDENT CONNECTS establishes any limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay STUDENT CONNECTS one hundred Rand (R 100.00) for (i) each message posted in excess of such limits or (ii) for each day on which you access STUDENT CONNECTS in excess of such limits, whichever is higher.
3. If you are a Posting Agent that uses the Service in violation of these Terms, in addition to any liquidated damages under Section 18(5) below, you agree to pay STUDENT CONNECTS twenty five Rand (R 25.00) for each and every item you post in violation of these Terms. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service, and such party (by engaging the Posting Agent in violation of these Terms) agrees to pay STUDENT CONNECTS an additional twenty five Rand (R 25.00) for each item posted by the Posting Agent on behalf of such party in violation of these Terms.
4. If you use STUDENT CONNECTS e-mail addresses or computer systems to send unsolicited e-mail advertisements to STUDENT CONNECTS e-mail addresses or any other party, you agree to pay STUDENT CONNECTS twenty five Rand (R 25.00) for each such e-mail.
5. If you post messages in violation of these Terms, other than as described above, you agree to pay STUDENT CONNECTS one hundred Rand (R 100.00) for each such message. Notwithstanding the foregoing, STUDENT CONNECTS may, in its sole and absolute discretion, issue a warning before assessing damages pursuant to this Section 18(5).
6. If you aggregate, copy, display, mirror, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without STUDENT CONNECTS's express written permission, you agree to pay STUDENT CONNECTS a thousand Rand (R 1,000.00) for each day on which you engage in such conduct.

If none of the foregoing sections 18 (1) – (6) are applicable, you agree to pay STUDENT CONNECTS's actual damages. Notwithstanding any other provision of these Terms, STUDENT CONNECTS retains the right to seek equitable remedies, including without limitation, specific performance of any term contained in these Terms, an interim or permanent interdict against the breach or threatened breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

To the extent that any provision of these Terms is considered to be, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962:

- these Terms shall not be construed or interpreted in such a way as entitling STUDENT CONNECTS to recover both damages and the penalty;
- STUDENT CONNECTS shall be entitled to recover damages in lieu of the relevant penalty;
- STUDENT CONNECTS shall not be obliged to accept defective or delayed performance by you; and
- you agree, having taken account of the prejudice that will be suffered by STUDENT CONNECTS, that the penalty stipulation is equitable in the circumstances.

Please report any violations of the Terms that you become aware of by contacting us on info@STUDENTCONNECTS.co.za.

1. CONSUMER PROTECTION ACT AND ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

a. If these Terms and/or the Website and/or the Services is regulated by the Consumer Protection Act, 68 of 2008 ("**CPA**") or the Electronic Communications and Transactions Act, 25 of 2002 ("**ECTA**"), it is not intended that any provision of these Terms contravenes any provision of the CPA or ECTA. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and ECTA are complied with.

b. Nothing in these Terms:

(i) limits or exempts STUDENT CONNECTS or any other person from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to the gross negligence or wilful default of STUDENT CONNECTS or any other person, or any person acting for or controlled by STUDENT CONNECTS or any other person) to the extent that the law does not allow this, or

(ii) requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to in (i) above) to the extent the law does not allow this; or

(iii) excludes any warranties implied into these Terms by law, to the extent that the law does not allow them to be excluded.

20. PRIVACY POLICY

The Privacy Policy is part of these Terms. By agreeing to these Terms, you are also agreeing to the Privacy Policy. If you do not comply with any of the Privacy Policy, that will be a breach of the Terms.

STUDENT CONNECTS may have claims and other rights against you under the Privacy Policy and the Terms.

This STUDENT CONNECTS Privacy Policy applies to how we collect, use and process your Personal Information when you use the STUDENT CONNECTS website and the services provided by STUDENT CONNECTS. Please read this Privacy Policy carefully.

This Privacy Policy forms part of the STUDENT CONNECTS Terms of Use. By accessing or using the the STUDENT CONNECTS website or the services provided by STUDENT CONNECTS you are agreeing to this Privacy Policy and the Terms of Use. If you do not comply with the Privacy Policy, that will also be a breach of the Terms of Use. STUDENT CONNECTS and others will have claims and other rights against you under the Privacy Policy and the Terms of Use.

To the extent that the Consumer Protection Act, No 68 of 2008 applies, we have a duty to point out certain important provisions in this Privacy Policy to you. The sections of this Privacy Policy which contain these important provisions and reasons why they are important are set out below. It is also very important that you read all of these sections carefully and not just what we say below.

1. **Limitation of risk, legal responsibilities and liability.** Sections A, C, D, F and G are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these Sections, your rights and remedies against us and these other persons and entities are limited and excluded. These Sections also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer. These Sections also state that you know and accept that the Internet is not absolutely secure and there is a risk that your Personal Information will not be secure when transmitting over the Internet.
2. **Assumption of risk, legal responsibilities and liability by you.** Sections A, B, E and G are important because you take on risk, legal responsibilities and liability. As a result of these Sections, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these Sections. In these Sections, you also waive your rights, and as a result, we may not have to perform our duties and you may not become aware of information that you may need to protect yourself.

We respect your privacy and have developed a detailed Privacy Policy.

This Privacy Policy describes our practices with respect to personal information collected via our website accessible at www.STUDENT CONNECTS.co.za, or our mobile site accessible at m.STUDENT CONNECTS.co.za and associated services and tools, where users may engage in activities such as creating a profile, posting or viewing online classifieds listings, entering into transactions with other users, exchanging messages and performing a host of associated functions (the "**Service**"). Our website and our mobile site are individually and collectively referred to as the "**Website**" in this Privacy Policy. In all cases, we shall comply with applicable provisions of data protection law in the jurisdictions where we operate. This Privacy Policy is subject to the laws of the Republic of South Africa.

This Privacy Policy forms part of our Terms of Use ("**Terms of Use**" or the "**Terms**"). By accessing the Website or using the Service, you agree that you have read, understood and agree to be bound by this Privacy Policy and you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share your Personal Information in the ways set out in this Privacy Policy. When we do one or more of these actions with your Personal Information, we are "**Processing**" your Personal Information.

The term "**Personal Information**" refers to your private information, such as your name and surname, age, date of birth, contact details (e.g. your home address, postal address, e-mail address or phone number), physical location, social media account details, profile pictures, and other information defined as "personal information" in laws.

You are not allowed to make any use of the Website or the Service if you do not agree to this Privacy Policy. If you make any use of the Website or the Service, this will mean that you agree to this Privacy Policy. If you do not agree to this Privacy Policy, you must immediately stop using the Website and the Service.

You should be aware that when you click certain links on our Website you could be directed to other companies' properties outside of our hosted environment where the information collected is outside of our direct control. The privacy policy of the third parties' properties or applications will govern the information obtained from you by these third parties in those contexts.

A. INFORMATION WE COLLECT, RECEIVE AND HOST

- **Account and Profile Information:** When you use our Services we may require and use certain information such as a valid email address and password. In addition, users may create a profile that includes information such as their location, first and last name, gender, phone number, interests and associated information, including social media details, geographical location, interests, photographs, images, files, comments, user posts or other material they may wish to upload ("**Content**"). In certain circumstances, users may also contact one another via their profiles. Any information users share in publicly-available profiles is their own responsibility. You should carefully consider the risks of making certain personal information, particularly information such as address or precise location information, publicly available. Where a user has decided to login to our site using a third-party authentication service such as Facebook Connect, we may also receive additional profile or other information authorised by that third party provider.
- **Listings and Transactions:** We may host the information, including Personal Information and contact information, valid contact information and password necessary to provide our Services. Much of the same information used to create an account or profile may be required to post a listing. Any information users share in listings is their own responsibility. Like with profiles, users should carefully consider the risks of making certain personal information, particularly information such as address or precise location information, publicly available in a listing.
- **Games, Advertising and Promotions:** We may collect Personal Information such as your name and contact information when you participate in games, quizzes or other marketing promotions we sponsor on our site or on third-party sites. We may also process information related to the effectiveness of our advertising campaigns, including what ads are viewed and clicked either on our network or on third-party sites.
- **Customer Care:** When you contact our customer care department, we may collect the Personal Information necessary to fulfill your request and to contact you for follow up as needed. We may also contact you using existing account contact information you provide to us for this purpose. We may also collect other information about our communications with our users, for example any user support requests that our users make or any feedback that our users provide to us.
- **Website and Mobile Data:** We may automatically receive and log information on our servers from your browser or device including your IP address, software and hardware attributes, pages that you request, mobile identifiers, information about other device or systems-level information. This can occur on our Website or on third parties' services.
- **Consolidated Information and User profiles:** We may also consolidate, compare and compile Personal Information we have about you and other users with Personal Information about you and other users that we lawfully obtain from business partners or third parties.

B. IP ADDRESS, COOKIES & MOBILE IDENTIFIERS:

- We may collect certain information through technology like cookies, pixels and local storage (like on your browser or device). Cookies are small text files that store information on your computer, mobile phone or other device locally. Pixels are small images that are part of codes on

webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies. The code tracks if and when (and on which page) a pixel is loaded to indicate that a user has engaged with a specific screen or portion of a screen.

- With the help of cookies, the web server can save, for instance, preferences and settings on the user's computer, mobile phone or other device which are then automatically restored on the next visit. Or to put it another way, the cookies are used, among other things, to make the use of the Website more user-friendly so that, for instance, you do not have to repeat the log-in process when you visit again. We use both persistent cookies and session cookies. Whereas persistent cookies remain on your computer for a longer period of time, session cookies are automatically deleted when the browser window is closed.
- We may allow third parties such as advertising or analytics providers to collect information using these types of technologies directly on our Website. The data that they collect is subject to the applicable privacy policy of those third parties.

C. USE OF THIS INFORMATION

- To provide our Services we may use the information we collect and host for the following general purposes:
 - (i) to provide customer services, including to create and manage user accounts, to resolve technical difficulties and to enable features;
 - (ii) to customize offers and experiences, including advertising on our properties or third parties' properties;
 - (iii) to monitor general and individual user activity, such as keyword searches, postings, and transactional activity, and to manage traffic on the Website;
 - (iv) to contact our users, including for service matters, customer care or permitted marketing communications via any available communications channels;
 - (v) to undertake research initiatives and to perform analytics to improve our services; and
 - (vi) to enforce our Terms of Use including to combat fraud and abuse.
- We may retain information that we collect and observe on our network only for as long as is required to fulfill the above business objectives.

D. INFORMATION SHARING

- We may share information we collect with our affiliates (an affiliate is (i) any company which controls STUDENT CONNECTS from time to time; or (ii) any company which is controlled or owned by STUDENT CONNECTS from time to time, or (iii) any company commonly controlled or owned with STUDENT CONNECTS from time to time; or (iv) any entity forming part of STUDENT CONNECTS's group of companies jointly offering the Service from time to time). These affiliates may be located in another country. These affiliates may only process and use this information to assist us for purposes described in this Privacy Policy and are bound to honor

this Privacy Policy.

- We do not share Personal Information about our users with non-affiliated third parties unless we have our users' specific permission to do so, or in the following circumstances:
- We may use third-party service providers to assist in offering aspects of our Services, in which case they shall have no authority to independently use any Personal Information they process on our behalf and shall be subject to the terms of this Privacy Policy.
- We reserve the right to share information with private or public authorities that will enable us to fight fraud and abuse on our network, to investigate suspected violations of law, or to fight any other suspected breach of our terms of service.
- We may share Personal Information with government authorities as required by applicable law.
- As a matter of policy, we do not rent or sell Personal Information about our users with non-affiliated third parties unless we have our users' specific permission to do so. In the event that our business or a division of our business is reorganised or sold and we transfer all or substantially all of our assets to a new owner, your Personal Information may be transferred to the buyer to enable continuity of service.
- We may share certain non-personal information (data that does not identify our users individually) with third-party service providers, trusted partners or approved researchers in order to better understand what advertisements or services may interest you, to improve the overall quality and effectiveness of our Services or their services, or to contribute to academic research that we believe is of broader social benefit.

E. USER CONTROLS

- **Access, Correction and Deletion:** For users that have created an account or listing with us, you can access, correct or delete your Personal Information on our site. You are responsible for keeping the data you provide or post on our network accurate. If your account was created through an identity provider (e.g. Facebook Connect) you may also disable or change the account information through the settings offered by the identity provider (e.g. on Facebook.com).
- **Third Party Choice:** Certain third parties active on our site, e.g. Google Adwords, give you the ability to opt out of their collection and use of information for interest-based advertising. You can visit <http://www.youronlinechoices.com> or <http://www.networkadvertising.org> to learn more about this practice and to exercise choices over how this type of information may be collected and used.
- **Cookies:** Most major desktop and mobile web browsers (eg Safari, Firefox, Internet Explorer, Chrome, Opera) provide controls that allow you to limit or block the setting of cookies on your systems. Note that disabling cookies in your browser for either first-party domains (the sites you actively visit) or third-party domains (companies other than those you directly visit on the Web) may result in decreased functionality in certain instances.

F. SECURITY

All information we collect is protected by reasonable technical means and reasonable security procedures in order to prevent unauthorised access or use of data. Our affiliates, trusted partners and third-party service providers have committed to manage the information in accordance with our requirements for security and privacy. Unfortunately, the transmission of information via the internet is not completely secure. Although we try protect your Personal

Information, we cannot guarantee the security of your information in the course of its transmission.

G. CHANGES TO THIS POLICY

This Privacy Policy was last updated in July 2016. We may update this Privacy Policy from time to time.

All changes to this Privacy Policy will take effect from the time that STUDENT CONNECTS places them on the Website. You are responsible for reviewing and checking this Privacy Policy whenever you wish to use the Website, Service or the Content.

H. SEVERABILITY

Each provision of this Privacy Policy, and each part of any such provisions, is separate and severable from the others. To the extent that any provision in this Privacy Policy, or any part of such provision is, becomes or is declared by a court of competent jurisdiction or other competent authority to be unlawful, invalid or unenforceable for any reason or in any jurisdiction, then it will, to the extent that it is unlawful, invalid or unenforceable, be severed from this Privacy Policy and treated as if it had not been written (ie *pro non scripto*), without invalidating or affecting the enforceability of the remainder of such provision or the remainder of this Privacy Policy.

I. CONSUMER PROTECTION ACT AND ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

If this Privacy Policy is regulated by the Consumer Protection Act, 68 of 2008 ("CPA") or the Electronic Communications and Transactions Act, 25 of 2002 ("**ECTA**") or Protection of Personal Information Act, 4 of 2013 ("**POPI**"), it is not intended that any provision of this Privacy Policy contravenes any provision of the CPA or ECTA or POPI. Therefore all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA, ECTA and POPI are complied with.

Nothing in this Privacy Policy:

- limits or exempts STUDENT CONNECTS or any person from any responsibility or liability (including, without limitation, for any loss directly or indirectly attributable to the gross negligence or wilful default of STUDENT CONNECTS or any other person, or that of any person acting for or controlled by STUDENT CONNECTS or any other person) to the extent that the law does not allow this; or
- requires you to assume risk or responsibility or liability (including, without limitation, for the kind of loss referred to above) to the extent the law does not allow this; or
- excludes any warranties implied into this Privacy Policy by law, to the extent that the law does not allow them to be excluded.