

WEBSITE TERMS AND CONDITIONS OF USE

INFORMATION MANUAL

Below are Bemlab's Website's terms and conditions that apply when you access and use the Bemlab Website (www.bemlab.co.za) ("Site"). These Terms of Use apply between you and Bemlab (Pty) Limited (registration number: 1996/006836/07 and any of its affiliated companies ("Bemlab", "we", "our" or "us") along with other legal documents that govern the Site, being the Privacy Policy and Terms and Conditions.

IMPORTANT INFORMATION

- Use of the Site: These Terms of use apply to your use of the Site. This includes the Site itself and its content (including the text, images and other information on the Site. By accessing the Site you agree to be bound by these Website terms and conditions of use.
- Legal agreement: You agree to be legally bound by these Website terms and conditions of use by visiting and using the Site. You may not use the Site and must immediately stop doing so if you do not agree to these Website terms and conditions of use.
- Service and Platform terms: Separate terms and conditions apply to the services that we render and if you make use of our services those terms and conditions will apply to you as available on this website. We will also endeavour to make them available to you when you request services from us.
- Changes to the Website Terms and Conditions of Use: We may change these terms at any time without notice by updating this posting and by continuing to access this Site you accept such changes.

USE OF AND ACCESS TO THE SITE

- Information on the Site: The information held on this Site is for your personal non-commercial use only. You may not transmit, modify, copy or make commercial use of the Site or any part of it without our prior written permission.
- While we try to ensure that access to the Site is always available: We may change, suspend or discontinue the Site or any part of it, without notice.
- Taking away access: We may take away your rights to use the Site or the content for any reason, without notifying you.
- If you breach these Website Terms and Conditions of Use or infringe any other person's rights (including copyright), we may cancel your license, block you from using the Site, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

PROHIBITED USE

You are not allowed to:

- introduce any materials that are designed to hamper the operations of the Site or its content;
- damage, disable, overburden, impair, or gain unauthorized access to the content or the Site;
- remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with the Site;
- use the Site or the content to advertise or promote products or services that we have not expressly approved in writing in advance;
- interfere with anyone else's use and enjoyment of the Site;
- attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide the Site or forming part of the content;
- receive or charge money, favours or other consideration for allowing any other person to use or access the Site or the content;
- do anything that violates any of these Terms and Conditions of Use;
- do anything which is illegal, fraudulent or violates or infringes any rights, title or interest (including, any intellectual property rights) in or to this Site or its content;
- deep link (link to any page other than the home page or this Site) or link in any way that could suggest that we endorse or support you or a third party, or that you have any rights in our Site or intellectual property, without our permission;
- remove, disable, bypass or circumvent any protection mechanisms or access control mechanisms on the Site;
- use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this Site, without permission.

INTELLECTUAL PROPERTY RIGHTS

- **Ownership:** Unless otherwise provided, we are the copyright owners of all matter herein protected by virtue of copyright law, proprietors of all trade marks and own all other intellectual property rights in and to the Site.
- **Your rights:** Your rights to use the Site and its content are limited to those that we give to you in the Website Terms and Conditions of Use.
- **No license for use:** We do not grant you any licence or right to use any of our trade marks or other intellectual property on this Site by virtue of your use of or access to the Site.
- **Restrictions:** Except as expressly permitted under the agreement, the website and its content may not be:
 - modified or used to make derivative works;
 - rented, leased, loaned, sold or assigned;
 - reverse engineered or copied; or
 - reproduce or distributed.
- **Proprietary notices:** You may not remove any copyright, trade mark or other proprietary notices from the content.

THIRD PARTY WEBSITES AND MATERIAL

- **No endorsement:** Where we provide hypertext links to third-party internet websites, these are not an endorsement by us of any products or services in such websites and we have not verified the truth or accuracy of any content of such websites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such websites.
- **Third party material:** The Site may also contain material provided by third parties and we accept no responsibility or liability for the accuracy of such material.
- **No linking without consent:** You are not permitted to link any other website to this Site without obtaining our prior written consent

SHARING CONTENT AND SOCIAL NETWORKS

Certain pages of the Site may allow you to share content via your profile on various social network and other shared content platforms. When you share content in this way you also become subject to terms, conditions and policies of those third parties.

PRIVACY

You may access most areas of the Site without registering your details with us and without us recording any of your personal information. However, certain areas of the Site may require you to register. If you submit an application to have access to these areas, you are indicating that you have read our Privacy Policy and are willing for us to deal with your personal data as set out in that policy.

INTERNET COMMUNICATIONS

We may monitor all internet communications, including web and email traffic into and out of our domains for security, ensuring compliance with these Terms and detecting fraud and other crimes.

LIMITS TO OUR RIGHTS AND RESPONSIBILITIES

- **Own risk:** We provide the website "as is". We do not give any express or implied warranty or make any other promise about this Site.
- **Do not rely on the Site content:** Although we have taken all reasonable care to ensure that the information provided on this Site is accurate, we give no warranties with regards to the accuracy, timelines or completeness of any information.
- **No responsibility:** We accept no liability related to your use or inability to use the Site, or in connection with any error, omission, defect, computer virus or system failure, or in connection with the access of, use of, performance of, browsing in or linking to other websites from this Site.
- You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this Site.
- **Indirect damages:** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss or profit, loss of goodwill, loss of use or damages related to lost or damaged date.

GOVERNING LAW

South African law govern these Website Terms and Conditions of use and you agree hereby agree to the exclusive jurisdiction of the High Court, Cape Town, Western Cape Division to determine any matter or dispute in connection with or arising out of this Site.

COOKIES

What are cookies ?

Cookies are harmless text files that web servers can store on your computer's hard drive when you visit a website. They allow the server to recognize you when you revisit. These files hold small amounts of data and allow the server to recognize you when you revisit a website.

Why we use Cookies

We use cookies on our Site to gain insight into how our visitors use the Site and to improve our Site service and to contribute to research and analytics studies, including the use of artificial intelligence and machine learning. Internet cookies are common and do not harm your system – they just store or gather site information. They help you do things online, like remembering login details so you don't have to re-enter them when revisiting a site.

How we use Cookies

We use cookies to:

- Gather customer journey information on our public site only.
- Temporarily store input information in our calculators, tools, illustrations and demonstrations.
- Store details for marketing to you, product preferences to improve our targeting and enhance your journey through our site.
- Evaluate our sites' advertising and promotional effectiveness (we own the anonymous data collected and don't share it with anyone).

We don't use cookies to track people's internet usage after leaving our sites and we don't store personal information in them that others could read and understand. We will not sell or distribute cookie information without your prior consent.

What cookies do we use?

We use both:

- **Session cookies** – a session cookie (also called a transient cookie) is temporary and will be erased once you close your browser (session cookies will not gather information from your computer, but they will recognize you and you navigate between pages during your session and will help maintain security during your visit); and
- **Persistent cookies** – persistent cookies are permanent cookies that have set expiration dates, they are stored on your device until they expire or are deleted and they will collect information such as your login details or user preferences when you visit certain websites.

Cookies can also be either:

- **First-party cookies** – a first-party cookie is owned and created by the Site you are visiting and stores a small amount of text on your computer (first-party cookies are usually allowed by most web browsers, but if you should choose to disable these types of cookies, the Site you are visiting will not be able to track your activity during the navigation), or
- **Third-party cookies** – third-party cookies are created and owned by a website other than the one you are currently visiting, these cookies will usually be from a company providing a service to the owners of the website you are visiting and these type of cookies typically store tracking information and personal preferences.

We use both first-party and third-party cookies on our Site. Please consult the privacy policies of third parties, such as Google, Facebook or LinkedIn, to learn more about how they use information that they may collect via our Site.

Changing your cookies settings

To enable or disable cookies, follow the instructions provided by your browser (usually located within the "Help", "Tools" or "Edit" facility). Alternatively, an external resource is available at [All about cookies](#) providing specific information about cookies and how to manage them.