

TERMS AND CONDITIONS

1. RECORDAL

- 1.1. **WHEREAS** SimplyBEE is a B-BBEE reporting platform that aligns business strategy to regulations, performs real-time B-BBEE score calculations, GAP analysis, and safely stores verification documents;
- 1.2. **WHEREAS** SimplyBEE assists Users/Businesses to manage their compliance risk regarding their B-BBEE credentials;
- 1.3. **AND WHEREAS** the Users access to SimplyBEE and/or SimplyBEE platform in order to utilise the foregoing shall be subject to subscription and payment of applicable membership fees.

NOWTHEREFORE SIMPLYBEE AND THE USER AGREE AS FOLLOWS:

2. INTERPRETATION AND DEFINITIONS

2.1. In this Agreement:

- 2.1.1. the clause headings are for convenience purposes only and shall be disregarded in construing this Agreement;
- 2.1.2. unless the context indicates a contrary intention, the singular shall include plural and vice versa;
- 2.1.3. a natural person includes an artificial or juristic person and vice versa;
- 2.1.4. unless the context clearly indicates a contrary intention, the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings –
 - 2.1.4.1. **Account** shall mean the account created by SimplyBEE with records, *inter alia*, the User's incorporation details, contact information, authorised administrator, contact details and membership status.
 - 2.1.4.2. **B-BBEE** shall mean Broad-based Black Economic Empowerment
 - 2.1.4.3. **Confidential Information** shall mean all or any information disclosed or provided to SimplyBEE by the User, whether furnished before or after the creating of the profile.
 - 2.1.4.4. **Profile** shall mean the User information, the type of entity that the User is, the industry the User is in, service offerings, User's B-BBEE scoring, and personal or corporate information of the User.

- 2.1.4.5. SimplyBEE** shall mean a subdivision of Galelo Advisory Services (Pty) Ltd, a private company duly registered and incorporated with limited liability according to the company laws of the Republic of South Africa, under registration number 2016/508387/07.
- 2.1.4.6. User** shall mean any entity and/or its representative registering and/or using SimplyBEE website.
- 2.1.5. if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then notwithstanding that it is in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 2.1.6. where any term is defined within a particular clause other than this clause 2, the term so defined shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement unless it is clear from the clause in question that such a defined term has limited application to the relevant clause.
- 2.1.7. any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as:
- 2.1.7.1.** at the Signature Date; and
- 2.1.7.2.** amended or substituted from time to time;
- 2.1.8. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 2.1.9. the rule of construction that this Agreement shall be interpreted against the party responsible for the drafting of this Agreement shall not apply;
- 2.1.10. the use of any expression in this Agreement which refers to a South African legal concept or process such as for example, winding-up or curatorship shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a party may be or become subject;
- 2.1.11. the words “*include*” and “*including*” followed by a specific example or examples shall not be construed as limiting the meaning of the general word preceding it;
- 2.1.12. where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.;

2.1.13. no provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulation *alteri*) who is not a party to this Agreement; and

2.1.14. any reference to days (other than business days), months or years shall be a reference to calendar days, months or years as the case may be.

3. ACCEPTANCE OF TERMS OF USE AGREEMENT

- 3.1. The User understands and agrees that by creating and maintaining an account on the SimplyBEE platform and/or by using the SimplyBEE platform in anyway whatsoever and by whatsoever means, the User shall be bound by these Terms of Use and any other agreement which is incorporated by reference into this agreement (“this Agreement”).
- 3.2. SimplyBEE reserves the right to make changes to this Agreement and to its scope of services from time to time and in the event that this Agreement is updated, amended or varied in any way, such update, amendment or variation shall be communicated to the user by notice on the SimplyBEE platform and the most recent version of this Agreement will be available on the SimplyBEE platform.
- 3.3. If the changes include material changes that affect the User’s rights and/or obligations, SimplyBEE shall notify the User of the changes in advance by reasonable means, which could include notification through the SimplyBEE platform or via email.
- 3.4. The Parties agree that if, after receiving notification of such changes, the User continues to use the SimplyBEE platform even after the effective date of such changes, the User shall be deemed to agree to the amended Agreement.
- 3.5. The User hereby provides their prior consent for the processing of personal information, in accordance with section 27 of the Protection of Personal Information Act 4 of 2013 , concerning race or ethnic origin.

4. INDEMNITY

- 4.1. SimplyBEE does not warrant the correctness and the veracity of any information submitted by the User.
- 4.2. SimplyBEE does not conduct any independent verification of the information or representations made by users on their profiles/account unless specifically and unambiguously stated.
- 4.3. Notwithstanding the paragraph above, the User agrees and understand that SimplyBEE reserves the right, when and if deems fit to do so, to conduct a verification of whatsoever nature regarding the correctness of the information reflected on the User’s Account and/or Profile.

- 4.4. The User therefore understands and agrees that SimplyBEE may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the SimplyBEE website and/or platform, including termination of the User's account.
- 4.5. In the event that, SimplyBEE takes legal action against the User, the User agrees to be liable for legal fees on an Attorney own client scale.

5. THIRD PARTY REQUEST FOR INFORMATION

- 5.1. The User hereby agrees and grants SimplyBEE the right to access, preserve and disclose its account information and related information if required to do so by law or in good faith believes that such access, preservation or disclosure is reasonably necessary, such as to:
 - 5.1.1. comply with legal process;
 - 5.1.2. enforce this Agreement;
 - 5.1.3. respond to claims that any information posted on the platform violates the rights of third parties;
 - 5.1.4. respond to your requests for customer service; or
 - 5.1.5. protect the rights, property or personal safety of SimplyBEE or any other person

6. PRIVACY

- 6.1. SimplyBEE undertakes to keep all Information confidential and, save as otherwise contained in clause 5 above, will not without the prior written consent of the User (which may be withheld in the unfettered discretion of User) disclose, whether in writing or orally, in whole or in part, disclose such Confidential Information to any person other than to its directors, employees, agents and / or advisers who need to know such information for the purpose of the contemplated co-operation.
- 6.2. SimplyBEE will not use, either directly or indirectly, any Confidential Information for any purpose whatsoever other than for the purposes for which the Confidential Information shall have been disclosed to the User.
- 6.3. SimplyBEE shall keep any information provided by the User safe from unauthorised user or third party entity