

## Website/Application Terms of Use

This document sets out the terms of use of the Brisk Solutions (Pty) Ltd (**trading as Rocket HEMS and/or Rocket Connect**) and its affiliates (as defined in the Companies Act and Rocket HEMS's terms and conditions of service) ("Rocket HEMS") website at [www.rockethems.co.za](http://www.rockethems.co.za) and any online Rocket HEMS application software that is provided by Rocket HEMS and that you install or download from an online application store and access via a mobile device, including any smartphone or tablet ("Application" or "App") (collectively the "Site"). Please ensure that you read these terms carefully before using the Site.

Rocket HEMS provides you, through the Use of its Site ("Use") with online access to information about Rocket HEMS and its products and services, as well as certain services that you may have access to in terms of an agreement between you and Rocket HEMS (the "Service"). By accessing and using the Site, you agree to each of the terms and conditions set out herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of the Site or to particular content or transactions may also be available in particular areas of the Site and, together with these Terms of Use, will govern your Use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement".

Rocket HEMS reserves the right to amend this Agreement at any time without giving you prior notice. Your Use of the Site following any such amendment constitutes your agreement to be bound by its terms and conditions, as amended from time to time.

### 1. Use of Site

You may Use the Service, the Site, the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about Rocket HEMS and its products and services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Rocket HEMS reserves complete title and full intellectual property rights in all Content. Except as expressly authorised by this Agreement, you may not use, alter, reverse-engineer, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

### 2. Copyright

The Site and the Content are protected by South African and/or foreign copyright laws, and belong to Rocket HEMS or its partners, affiliates, contributors or third parties. The copyright in the Content is owned by Rocket HEMS or other copyright owners who have authorised Use thereof on the Site. You may download and reprint Content for non-commercial, non-public and personal Use only. (If you are browsing this Site as an employee or member of any business or organisation, you may download and reprint Content only for educational or other non-commercial purposes within your business or organisation, except as otherwise permitted by Rocket HEMS, for example in certain password-restricted areas of the Site.)

### 3. Trademarks

You are prohibited from using any of the marks or logos appearing throughout the Site without prior written permission from the trademark owner, except as permitted by applicable law.

### 4. Links to Third-Party Web Sites

Links on the Site to third party websites or information are provided solely as a convenience to you. If you Use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Rocket HEMS of the third party, the third-party website, or the information contained therein. Rocket HEMS is not responsible for the availability of any such websites. Rocket HEMS is not responsible or liable for any such website or the content thereof. If you Use the links to the websites of Rocket HEMS affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policies applicable to those websites.



## 5. Downloading Files

Rocket HEMS cannot and does not guarantee or warrant that files available for downloading through the Site will be free from defects, software viruses or other harmful computer code, files or programs.

## 6. Software

Any software available for download via the Site is the copyrighted work of Rocket HEMS and/or its licensors. Use of such software is governed by the terms of the end user license agreement that accompanies or is included with such software. Downloading, installing and/or using any such software indicates your acceptance of the terms of the relevant end user license agreement.

## 7. Cookies and Chat Function

You acknowledge that your use of the Site causes a unique cookie ID to be associated with you, which cookie ID enables us to provide the Services.

We may offer a chat service as part of our application's functionality where the parties can chat with each other. We'll push generic messages to you depending on your behaviour on our application and may initiate live conversations with you from time to time. You can also initiate a live chat with us and you will be able to ask us questions. Depending on whether you are an active client who mandated us for intermediary services or simply a curious visitor, we may or may not respond.

We monitor your use of the chat function for abuse and may block you or a conversation involving you where necessary without prior notification to you.

## 8. Service Provider Agreement

### 8.1. Background

We have entered into a service provider agreement with a third-party service provider which means that they will perform certain back-office functions to administer your subscription to Rocket Connect, in certain circumstances.

### 8.2. Our rights

We have the right to:

- 8.2.1. alter or amend the terms and conditions of the Rocket Connect Product;
- 8.2.2. alter the subscription amount in accordance with the Rocket Connect Agreement;

## 9. Complaints

### 9.1. Complaints policy

We have a complaints policy that we will adhere to.

### 9.2. How to complain

If you feel that we have not treated you fairly, you can complain to us at any time by emailing us at the [info@rockethems.co.za](mailto:info@rockethems.co.za).



### 9.3. How we handle complaints

We will:

- 9.3.1. promptly acknowledge receipt of your complaint in writing and give you the contact details of our staff who will help resolve it;
- 9.3.2. handle your complaint in a timely and fair manner;
- 9.3.3. consider each complaint properly;
- 9.3.4. manage the complaints process appropriately and effectively;
- 9.3.5. inform you of the outcome of your enquiry within two weeks of receiving your complaint;
- 9.3.6. advise you of any further steps which may be available to you in terms of Legislation, where your complaint is not resolved to your satisfaction
- 9.3.7. and if the outcome of a complaint is not in your favour, we will provide you with full written reasons for not deciding in your favour and make sure that you understand your rights to further pursue your complaint with the relevant regulatory authority, within six months.

### 10. Disclaimer of Warranties

ROCKET HEMS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE, THE CONTENT OR ANY PRODUCT OR SERVICE PROVIDED THROUGH THE SITE AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ROCKET HEMS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. ROCKET HEMS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. WHILE ROCKET HEMS WILL TAKE ALL REASONABLE PRECAUTIONS TO PREVENT THIS, WE DO NOT WARRANT THAT THE WEBSITE OR ANY SOFTWARE AVAILABLE FOR DOWNLOAD ON THE WEBSITE IS FREE OF VIRUSES OR DESTRUCTIVE CODE. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### 11. Limitation of Liability

IN NO EVENT WILL ROCKET HEMS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF ROCKET HEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

ROCKET HEMS'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW BUT SHALL IN NO EVENT EXCEED THE VALUE OF THE FEES PAID OR PAYABLE TO ROCKET HEMS IN THE FIRST 12 MONTHS OF THE RELEVANT SERVICE CONTRACT.

### 12. Indemnity

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold Rocket HEMS, its parent companies, subsidiaries, affiliated companies, business partners, licensors, employees, agents, and any third-party information providers to the service harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees resulting from or arising out of your use, misuse, or inability to Use the Site, the Service, or the Content, or any violation by you of this Agreement.



### 13. Privacy

By using the Site, you specifically warrant that you agree to Rocket HEMS's privacy policy, inter alia, that Rocket HEMS or its affiliates may contact you to notify you about changes to our services or to introduce you to new services. If you do not agree, you must cease to use the Site. You can access Rocket HEMS's Privacy Policy at <http://www.connect.rockethems.co.za/resources/privacypolicy.pdf>

### 14. User Conduct

You agree to Use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to Use the Site in any manner that might interfere with the rights of third parties.

### 15. Unsolicited Idea Submission Policy

Rocket HEMS or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should Rocket HEMS's business activities bear coincidental similarities with one or more of the many unsolicited ideas offered to us. Please do not send your unsolicited ideas to Rocket HEMS or anyone at Rocket HEMS. If, in spite of our request that you not send us your ideas, you still send them, then regardless of what your posting, email, letter, or other transmission may say, (1) your idea will automatically become the property of Rocket HEMS, without any compensation to you; (2) Rocket HEMS will have no obligation to return your idea to you or respond to you in any way; (3) Rocket HEMS will have no obligation to keep your idea confidential; and (4) Rocket HEMS may use your idea for any purpose whatsoever, including giving your idea to others.

However, Rocket HEMS does welcome feedback regarding many areas of Rocket HEMS's existing businesses that will help satisfy customer needs, and feedback can be provided through the listed contact areas on the Site.

### 16. Password Security

If you register on the Site, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer, smartphone or tablet. You agree to accept responsibility for all activities that occur under your member identification and password.

### 17. General Provisions

#### 17.1. Entire Agreement/No Waiver

These Terms of Use constitute the entire agreement with respect to the subject matter hereof. No waiver by Rocket HEMS of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

#### 17.2. Correction of Errors and Inaccuracies

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Rocket HEMS therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Rocket HEMS does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.



**17.3. Enforcement/ Choice of Law/ Choice of Forum**

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, Rocket HEMS's Privacy Policy, your Use of the Site, the Service or the Content are governed by, and will be interpreted in accordance with, the laws of the Republic of South Africa.

**17.4. Claims of Copyright Infringement**

Notifications of claimed copyright infringement should be sent to Rocket HEMS at [info@rockethems.co.za](mailto:info@rockethems.co.za) for attention "Legal Advisor".

