

WEB SITE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED WEB SITE OR ANY PART THEREOF THE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED WEB SITE IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED WEB SITE NOW, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

A COPY OF THE ECT ACT MAY BE DOWNLOADED FROM:

<http://www.info.gov.za/gazette/acts/2002/a25-02.pdf>

DEFINITIONS AND INTERPRETATION

- a) "The IDC web site" means the Industrial Development Corporation of South Africa Limited ("The IDC") web site located at <http://www.idc.co.za> and includes any page, part or element thereof;
- b) "User" means any person who enters or uses the IDC web site, notwithstanding the fact that such a person only visits the home page of the IDC web site;
- c) References herein to the singular includes the plural and vice versa; and
- d) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

The IDC is a self-financing, national development finance institution (DFI) established in 1940 by an act of Parliament, the IDC act. It focuses on contributing to economic growth, industrial development and economic empowerment through its financing activities. The IDC has evolved from being a leading industrial player at national and regional (SADC) levels to being the first South African DFI to have its mandate extended to the rest of the African continent.

2. ALLOWED USE AND LICENSE

2.1 The IDC licenses the User to view, download and print the content of the IDC web site, provided that such content is used for private, personal, educational and/or non-commercial purposes only.

2.2 Content from the IDC web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of the IDC.

2.3 Users may not access, browse and use the IDC web site for illegal purposes.

2.4 The caching of the IDC web site shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the IDC web site more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by the IDC.

2.5 If any User uses content from the IDC web site in breach of the provisions detailed herein:

2.5.1 The IDC reserves the right to claim damages from the User;

2.5.2 The IDC reserves the right to institute criminal proceedings against the User; and

2.5.3 The IDC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the IDC web site from any other source shall be directed at the home page of the IDC web site.

2.7 The IDC shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the IDC web site, if such content was accessed through a hyperlink not directed at the home page of the IDC web site. Persons that wish to link to content

beyond the home page of the IDC web site shall do so at their own risk and indemnify the IDC against any loss, liability or damage that may result from the use of content from the IDC web site, if such content was accessed through a hyperlink not directed at the home page of the IDC web site. The IDC's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.8 Users may quote small and reasonable amounts of content available from the IDC web site only if such quote is placed in inverted commas and acknowledged.

2.9 No person may frame the IDC web site, in any manner whatsoever, without the prior written consent of the IDC.

2.10 Apart from bona-fide search engine operators and use of the search facility provided on the IDC web site by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from the IDC web site for any purposes, without the prior written consent of the IDC. E-mail addresses, names, telephone numbers and fax numbers published on the IDC web site may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the IDC web site may be used to communicate unsolicited communications to the IDC and all rights detailed in Section 45 of the ECT Act is reserved.

2.11 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by the IDC at any time without prior notice or giving reasons therefore.

3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the IDC web site, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to the IDC and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the IDC web site are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the IDC web site and/or download content from the IDC web site.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and downloads available from the IDC web site may be classified as “electronic transactions” as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and the IDC has, amongst others, the duty to disclose the following information:

- 5.1 The full name and legal status of the web site owner: The Industrial Development Corporation of South Africa Limited;
- 5.2 Street address: 19 Fredman Drive, Sandown, 2196, South Africa;
- 5.3 Postal address: PO Box 784055, Sandton, 2146, South Africa;
- 5.4 Physical address for receipt of legal service: 19 Fredman Drive, Sandown, 2196, South Africa;
- 5.5 Main business: The IDC’s focus is on contributing to economic growth, industrial development and economic empowerment through its financing activities. The IDC has evolved from being a leading industrial player at national and regional levels to being the first South African Development Finance Institution (DFI) to have its mandate extended to the rest of the African continent. These developments will provide an important catalyst for the New Economic Partnership for African Development (NEPAD);
- 5.6 The web site address of the IDC web site is: <http://www.idc.co.za>;
- 5.7 The official e-mail address of the IDC web site is: callcentre@idc.co.za;

5.8 Membership of self-regulatory or accreditation bodies: NONE;

5.9 Codes of conduct to which the IDC subscribes: NONE;

5.10 The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of the IDC web site may be downloaded from here.

5.11 Management: Please see the page Corporate Structure.

5.12 The costs associated with the access to and use of the IDC web site is as follows: Free.

5.13 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

5.13.1 access to the IDC web site;

5.13.2 the inability to access the IDC web site;

5.13.3 the services and content available from the IDC web site; or

5.13.4 these terms and conditions,

shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Sandton, Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following web site:
<http://www.arbitration.co.za>;

5.14 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this web site;

5.15 Users may lodge complaints concerning the IDC web site with the IDC at (callcenter@idc.co.za or call 011 269 3611).

6. CHANGES AND AMENDMENTS

The IDC reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

6.1 change these terms and conditions;

6.2 change the content and/or services available from the IDC web site;

6.3 discontinue any aspect of the IDC web site or service(s) available from the IDC web site; and/or

6.4 change the software and hardware required to access and use the IDC web site.

7. PRIVACY

7.1 The IDC shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.info.gov.za/gazette/acts/2000/a2-00.pdf>

7.2 The IDC may electronically collect, store and use the following personal information of Users:

7.2.1 name and surname;

7.2.2 contact numbers;

7.2.3 non-personal browsing habits and click patterns;

7.2.4 e-mail address;

7.2.5 IP address; and/or

7.2.6 User selected username and password.

7.3 The IDC collects, stores and uses the abovementioned information for the following purposes:

7.3.1 To communicate requested information to the User;

7.3.2 To provide the User with access to restricted pages on this web site; and

7.3.3 To compile non-personal statistical information about browsing habits, click-patterns and access to the IDC web site.

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.5 The IDC may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

7.5.1 The IDC shall not disclose personal information from Users unless the User consents thereto;

7.5.2 The IDC shall disclose information without the User's consent only through due legal process; and

7.5.3 The IDC may compile, use and share any information that does not relate to any specific individual.

7.6 The IDC owns and retains all rights to non-personal statistical information collected and compiled by the IDC.

8. HYPERLINKS TO THIRD PARTY SITES

8.1 The IDC may provide hyperlinks to web sites not controlled by the IDC (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites.

8.2 The IDC does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. SECURITY

9.1 The IDC shall take all reasonable steps to secure the content of the IDC web site and the information provided by and collected from Users from unauthorised access and/or disclosure. However, the IDC does not make any warranties or representations that content shall be 100% safe and secure.

9.2 The IDC is under no legal duty to encrypt any content or communications from and to the IDC web site and is also under no legal duty to provide digital authentication of any page on the IDC web site.

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the IDC web site or the server and computer network that support the IDC web site.

9.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the IDC web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold the IDC harmless against any and all liability, damages and losses the IDC and its partners / affiliates may suffer as a result of such damaging code.

9.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and the IDC reserves the right to claim damages any and all persons concerned with a security failure or breach.

9.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the IDC and its partners / affiliates. The ECT Act may be downloaded from:

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, the IDC (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 access to the IDC web site;

10.1.2 access to web sites linked to the IDC web site;

10.1.3 inability to access the IDC web site;

10.1.4 inability to access web sites linked to the IDC web site;

10.1.5 content available on the IDC web site;

10.1.6 services available from the IDC web site;

10.1.7 downloads and use of content from the IDC web site; and/or

10.1.8 any other reason not directly related to the IDC's gross negligence.

10.2 The IDC web site is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him or herself, prior to entering into this agreement with the IDC, that the content available from and through the IDC web site meets the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on the IDC web site should not be regarded as professional advice or the official opinion of the IDC and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the IDC web site.

10.4 The IDC does not make any warranties or representation that content and services available from the IDC web site will in all cases be true, correct or free from any errors. The IDC shall take all reasonable steps to ensure the quality and accuracy of content available from the IDC web site.

10.5 The IDC does not make any warranties or representations that the IDC web site shall be available at all times. Users acknowledge that the IDC web site may be unavailable due to updates or other causes beyond the reasonable control of the IDC, including, but not limited to virus infection, unauthorised access (hacking), power failure or “acts of God”.

11. REMOVAL AND CORRECTION OF CONTENT

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

12. INTERCEPTION OF COMMUNICATIONS

12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to the IDC’s right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the IDC web site, its staff and employees. The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/> .

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

13. ENTIRE AGREEMENT AND SEVERABILITY

13.1 These terms and conditions constitute the entire agreement between the IDC and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by the IDC from the User.

13.2 Any failure by the IDC to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

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

14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and the IDC agree that:

14.1 the User shall be bound to these term and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the IDC web site for the first time;

14.2 data messages (as defined in the ECT Act) addressed by the User to the IDC shall only be deemed to have been received if and when responded to;

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

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

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

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

15. APPLICABLE AND GOVERNING LAW

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

16. LEGAL COSTS

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