



## CCS CLIENT PORTAL TERMS AND CONDITIONS OF USE

### 1. Introduction

- 1.1 The CCS Client Portal website <https://clientportal.constructioncomputersoftware.com> (the "Site") is owned and operated by Construction Computer Software (Pty) Ltd, a company registered in South Africa with company registration number 1982/007709/07 and its subsidiaries and affiliates (hereinafter collectively referred to as "CCS").
- 1.2 The following Terms and Conditions, which include the Privacy Policy applicable to the User's usage of and interaction with the Site, (hereinafter the "T's & C's") govern the relationship between you and CCS in the use of the Site.
- 1.3 By using the Site, you are agreeing to comply with and be legally bound by these T's & C's and you provide your express consent for your personal information to be dealt with in accordance with the terms of the Privacy Policy ("Privacy Policy").
- 1.4 If you have any queries with regard to the Site or the security of this Site please contact CCS by sending an email to [clientportal@ccssa.com](mailto:clientportal@ccssa.com).
- 1.5 No opinions, research information, data or content contained on the Site (whether posted by CCS or a 3<sup>rd</sup> party) should be construed as advice. Before making any decision or taking any action that might affect your business, you should seek specific, professional advice around your use of the Site, registration process and the CCS software products and services.
- 1.6 CCS will from time to time make changes to these T's & C's, and such changes will be posted to this page, as such it is your responsibility to periodically review this page in order to stay up to date on any modifications and/or amendments made by CCS.
- 1.7 You must be above the legal age to qualify as a User of this Site.

### 2. Content

- 2.1 The Site aims to provide specific information regarding the purchase and use of various CCS software solutions provided by CCS on a subscription or once off basis.
- 2.2 These T's and C's do not purport to govern the whole relationship between you and CCS. The relevant agreement will be concluded at the time of purchase of the specific CCS software product and this agreement and the Service Level Agreement annexed to the specific CCS software product will stipulate the roles and obligations of each party.

### 3. Restrictions on use

- 3.1 You must not, other than as provided for in these T's & C's:
  - 3.1.1 Remove any copyright, trademark or other intellectual property right notice contained in the Site;
  - 3.1.2 Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of CCS.
- 3.2 To the extent permitted by law, you hereby indemnify CCS against any and all claims arising from the use by 3<sup>rd</sup> parties of any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T's & C's.

### 4. Registration and cancellation

- 4.1 This Site is available free of charge, in order to access the Site you will be required to complete an account registration process and verify your contact details before you are allowed access to the Site.
- 4.2 When you register for access to the Site, you may be asked to provide certain personal details ("Personal Information"). CCS will only use the Personal Information in accordance with the Privacy Policy.
- 4.3 CCS uses cookies and similar technologies in our Websites and Services that help us collect other Information about you across other websites and online services. Find out more about cookies on <http://www.cookiecentral.com>
- 4.4 CCS reserves the right to terminate your registration to the Site and to restrict your access to the Site without notice should you at any time be in breach of these user T's & C's, any agreements concluded with CCS and the Privacy Policy.
- 4.5 You may cancel your registration with the Site at any time by sending an email to [clientportal@ccssa.com](mailto:clientportal@ccssa.com)
- 4.6 Personal information will be deleted from CCS systems within ninety (90) days of you cancelling your account with CCS.

### 5. Operation of the Site

- 5.1 CCS reserves the right at its sole discretion to temporarily suspend the operation of the Site with reasonable notice to you for the purposes of support and maintenance or to update the information contained on the Site or for any other reason.
- 5.2 CCS will ensure that such suspension will be kept to the minimum and will only occur when absolutely required.

## **6. Disclaimer**

CCS endeavours to ensure the accuracy and reliability of the Site and the content, materials and products included and available on the Site, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, CCS does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, truth, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Site will be uninterrupted or error-free.

## **7. 3<sup>rd</sup> Party Websites**

The Site may contain links to websites maintained by 3<sup>rd</sup> parties. CCS is not responsible for the privacy practices of such 3<sup>rd</sup> party websites and CCS does not control the content or the links that may appear on those websites. CCS recommends that you refer to the 3<sup>rd</sup> party's website T's & C's and Privacy Policy prior to using the relevant 3<sup>rd</sup> party website before providing personal information. CCS does not endorse or approve any 3<sup>rd</sup> party website nor does it endorse the content of any of the 3<sup>rd</sup> party website made available via this service. CCS does not, receive or store passwords for any of the 3<sup>rd</sup> party services.

## **8. Copyright and trademarks**

- 8.1. The works of authorship contained in the Site, including but not limited to, all designs, trademarks, logos, data, text and images, whether registered or unregistered, are the intellectual property of CCS, its affiliates or 3<sup>rd</sup> parties who have supplied information to CCS and are protected by South African and international intellectual property laws and conventions.
- 8.2. CCS reserves the right to take legal action in respect of any reproduction, copying, distribution, framing, uploading to a 3<sup>rd</sup> party, publication, adaptation, broadcast, public performance or other use or communication to the public of the information contained on the Site without the prior written consent of CCS.
- 8.3. You are not permitted to use any of the trademarks displayed on the Site without the prior written consent of CCS or the 3<sup>rd</sup> party that owns the trademark.

## **9. Comments and feedback**

- 9.1. If you have any questions or comments on, by, or in connection with the Site and would like to contact CCS, please send your questions or comments to [clientportal@ccssa.com](mailto:clientportal@ccssa.com). CCS values your feedback, but CCS will not be obliged to respond to, maintain or compensate you in any way whatsoever for your feedback.
- 9.2. Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site may be prosecuted and damages may be claimed in the event that CCS suffers any damage or loss.

## **10. Privacy Policy**

- 10.1. CCS is committed to safeguarding the privacy of its users while providing a personalised and valuable service. CCS's Privacy Policy, is incorporated by reference into these T's & C's and forms part of these T's & C's, and explains the data processing practices of CCS insofar as it relates to the CCS Client Portal (the "Site").
- 10.2. We have reasonable security measures in place to protect against the loss, misuse and interception by 3<sup>rd</sup> parties of the information under our control, but, to the extent permitted by law, CCS assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet. To learn more about our security procedures send an email to [clientportal@ccssa.com](mailto:clientportal@ccssa.com).

## **11. Consumer Protection Act**

- 11.1. If these T's & C's and/or any goods and/or services provided under these T's & C's are regulated by the Consumer Protection Act No 68 of 2008 of South Africa, as amended, replaced or re-enacted from time to time ("Consumer Protection Act"), it is not intended that any provision of these T's & C's contravenes any provision of the Consumer Protection Act and therefore all provisions of these T's & C's must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
- 11.2. Nothing in these T's & C's does or purports to limit or exempt CCS from liability for any loss directly or indirectly attributable to the gross negligence of CCS or any person acting for or controlled by CCS where the law does not permit this and this clause also does not require you to assume the risk or liability for this kind of loss where the law does not permit this.

## **12. Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act of South Africa**

- 12.1. No e-mail message shall be deemed to have been received by CCS until a response has been issued from CCS. An automated response, from CCS shall not satisfy this requirement.

**13. Information in terms of Section 43(1) of the Electronic Communications and Transactions Act of South Africa**

In the event that you are an individual and CCS offers you goods or services for sale, hire or exchange by way of electronic transactions from, by or through the Site, CCS makes the following information available to you, in terms of Section 43(1) of the Electronic Communications and Transactions Act, no. 25 of 2002 as amended (“the Act”):

a.	Full Name	Construction Computer Software (Pty) Ltd
b.	Legal Status	Private registered company
c.	Physical address	21 Karee Street, Centurion, 0169, South Africa
d.	Website address	<a href="http://www.constructioncomputersoftware.com">www.constructioncomputersoftware.com</a>
e.	Email address	<a href="mailto:info@ccssa.com">info@ccssa.com</a>
f.	Membership of any self-regulatory or accreditation bodies to which CCS belongs or subscribes and the contact details of that body	Not applicable
g.	Place of registration	Republic of South Africa
h.	Physical address where CCS will receive legal service of documents	21 Karee Street, Centurion,0169, South Africa
i.	Description of the main characteristics of the goods or services offered by CCS to enable the User to make an informed decision on the proposed electronic transaction	CCS develops, market, sales, train and consult on our internally developed software products.
j.	Full price of the goods or services, including transport costs, taxes and any other fees or costs	As provided to you in the quote, tender or invoice
k.	Manner of Payment	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise
l.	Any terms of agreement, including any guarantees, that will apply to the transaction and how these terms may be accessed, stored and reproduced electronically by the User	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise
m.	The time within which the goods will be dispatched or delivered or within which the services will be rendered	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise
n.	The manner and period within which the User can access and maintain a full record of the transaction	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise
o.	The return, exchange and refund policy of CCS	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise

p.	The alternative dispute resolution code to which CCS subscribes and how the wording of that code may be accessed electronically by the User	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise
q.	Where appropriate, the minimum duration of the agreement in case of agreements for the supply of products or services to be performed on an ongoing basis or recurrently	As advised to you by CCS in the agreement, quote, tender, invoice, or otherwise

#### 14. General

- 14.1. These T's & C's, the CCS Software Specific product agreement (specific product agreement) and the Privacy Policy constitute the sole record of the agreement between you and CCS in relation to the subject matter hereof. Neither you nor CCS shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These T's & C's together with the CCS Software Specific product agreement and Privacy Policy supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and CCS in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon CCS unless agreed to in writing by CCS. No indulgence or extension of time which CCS may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of CCS in terms hereof, save in the event or to the extent that CCS has signed a written document expressly waiving or limiting such rights.
- 14.2. CCS shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these T's & C's to any 3<sup>rd</sup> party without notice to you.
- 14.3. To the extent permitted by law, your continued use of the Site will be deemed to be your conclusive acceptance of the updated T's & C's. CCS reserves the right to change or delete any information, features or contents of the pages of the Site at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features or contents for which you have paid or are required to pay any consideration, CCS will use its reasonable endeavours to exercise this right of notice to you.
- 14.4. All provisions of these T's & C's are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these T's & C's which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatsoever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these T's & C's shall remain of full force and effect.
- 14.5. This Site though hosted by AWS is created, maintained and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these T's & C's, any disclaimers, copyright and use statements contained in the Site, and any legal matter resulting from the use or inability to use this Site, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, CCS may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained in the Site. To learn more about AWS Terms and Conditions please go to <https://aws.amazon.com/agreement/>
- 14.6. All disputes in terms of the use of this Site or any agreement flowing there from, or relating to the inability to use this Site, will be referred at the sole discretion of CCS either to adjudication in the High Court of South Africa, or to arbitration in terms of the Commercial Rules of Arbitration of the Arbitration Foundation of Southern Africa (AFSA) and such arbitration shall be held in Johannesburg, South Africa and conducted in the English language.
- 14.7. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act of South Africa, CCS shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, CCS makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be uninterrupted and error free.
- 14.8. This Site is supplied on an "as is" basis and has not been compiled or supplied to meet the User's individual requirements. It is the sole responsibility of the User to satisfy him or herself, prior to entering into this agreement with CCS, that the service available from and through this Site will meet the User's individual requirements and be compatible with the User's hardware and/or software.