

Terms and Conditions

1. INTRODUCTION

- 1.1. This website can be accessed at www.ucsts.com ('website') and is owned and operated by UCS Technology Services.
- 1.2. These Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of Goods, and the use of the Website.
- 1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register Now" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

2. INTERPRETATION

- 2.1 Unless the context clearly indicates a contrary intention the following expressions bear the meaning assigned to them below and cognate expressions bear corresponding meanings-
 - 2.1.1 "**Affiliate**" in respect of the Company, means any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with, the Company, whether through ownership of voting shares or otherwise;
 - 2.1.2 "**Company**" – UCS Technology Services Limited and/ or its Affiliates;
 - 2.1.3 "**Goods**" – any service, software, equipment, machinery, tools, materials or anything of whatsoever nature to be supplied by UCS Technology Services to the Customer in terms of this Order.
 - 2.1.4 "**Order**" means the order to which these Terms and Conditions are attached;
 - 2.1.5 "**Website**" means www.ucsts.com operated and owned by UCS Technology Services, including any page, part of element thereof;
 - 2.1.6 "**UCS Technology Services**" means UCS Technology Services a company duly registered in terms of the South African Company Laws with registration number 1998/013893/07, including its subsidiaries, shareholders and business units; and
 - 2.1.7 "**User**" means the person who accesses, signs-up, registers or uses the UCS Technology Services website for his/her personal use and/or on behalf his/her Employer, notwithstanding that such person only visits the UCS Technology Services website homepage.
 - 2.1.8 "**Terms and Conditions**" means the terms and conditions contained herein.

2.2 Clause headings are for convenience and shall not be used in the interpretation of this agreement.

3. THE AGREEMENT

3.1 Information appearing on the face of the Order, shall be read in conjunction with the Terms and Conditions and shall form the agreement governing the relationship between the Parties, unless it is superseded by a written and signed Supplier Contract.

3.2 This agreement shall be binding even where these terms and conditions may vary from the standard terms of the Supplier.

4. REGISTRATION AND USE OF THE WEBSITE

4.1 Only registered users may order Goods on the Website.

4.2 To register as a User, the User must provide their Company name, e-mail address, contact number and password to UCS TS and UCS TS will verify or provide the User with an account number at the end of the Order process or registration process. The User will need to use the aforementioned details and password to access the Website in order to purchase Goods.

4.3 The User agrees and warrants that the account details and password shall:

4.3.1 be used for personal use only; and

4.3.2 not be disclosed by the User to any third party.

4.4 For security purposes the User agrees to enter the correct account details and password whenever ordering Goods, failing which the User will be denied access.

4.5 The User agrees that, once the correct account details and password relating to their account have been entered, irrespective of whether the use of the account details and password is unauthorised or fraudulent, the User will be liable for payment of such order, save where the order is cancelled by the User in accordance with these Terms and Conditions.

4.6 The User agrees to notify UCS TS immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of their account and password and to take steps to mitigate any resultant loss or harm.

4.7 By using the Website, the User warrants that he or she is 18 (eighteen) years of age or older has full legal capacity to do so.

4.8 If the User is signing up for the Goods and/or Services on behalf of their Employer, their Employer shall be the account owner. The User signing up on behalf of their Employer shall represent and warrant that they have the authority to bind their Employer to the Terms and Conditions herein.

- 4.9 The User agrees that he or she will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, the User agrees that he or she will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised UCS TS representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 4.10 The User may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 4.11 The User may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised UCS TS representative.

5. PRIVACY POLICY

- 5.1. UCS TS undertakes to respect the Users' privacy and will take reasonable steps to protect any information provided by the User on this Website. UCS TS will not, without express consent use the User's personal information for any other purpose other than:
- 5.1.1 in relation to the ordering, sale and delivery of Goods;
 - 5.1.2 to contact the User regarding current or new Goods; and
 - 5.1.3 to inform the User of new features and special offers.
- 5.2 UCS TS will ensure that all employees, third party service providers, divisions and partners having access to the User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the personal information.
- 5.3 However, UCS TS will be entitled to use or disclose the User's personal information if such use or disclosure is required in order to comply with any applicable law, court order or legal process served on UCS TS in order to protect and/or defend UCS TS rights or property. In the event of a fraudulent online payment, UCS TS will be entitled to disclose relevant personal information for criminal investigation purposes.
- 5.4 UCS TS will not retain a User's personal information longer than the period for which it was originally needed, unless UCS TS are required by law to do so, or the User consents to UCS TS retaining the information for a longer period.

6. PRICES

- 6.1 Prices shall be considered firm and shall include delivery at the delivery address stated on the face of this Order, unless otherwise specified in writing.
- 6.2 Should the Order be issued on a “price to be advised”, “estimated price”, or any other similar basis it shall be a condition of the Order that the Company shall be advised of details of the proposed price prior to the Supplier tendering its invoice. The Company may, in addition, demand before payment is made, that the price computation be substantiated by documentary evidence.

7. TERMS OF PAYMENT

- 7.1 UCS TS is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- 7.2 Payment can be made for Goods on/by -
 - 7.2.1 **Credit card:** where payment is made by credit card, UCS TS may require additional information in order to authorise and/or verify the validity of payment. In such cases UCS TS is entitled to withhold delivery until such time as the additional information is received by UCS TS and authorisation is obtained by UCS TS for the amounts. If UCS TS does not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. The User also warrants that the credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
 - 7.2.2 **Account:** where payment is made on account, the User shall pay UCS TS the annual and/or monthly fees for the online Order, 30 (thirty) days from the date of invoice. The User’s paid account shall remain in effect until it is cancelled or terminated under these terms and conditions. The fees may be subject to change and the User will be given notice of the changes in advance through the electronic communication (email address) associated with the account.
- 7.3 You may contact UCS TS via email at debtors@ucsts.com to obtain a full record of your payment. UCS TS will also send the User an email communication about the order and payment.
- 7.4 Once the User has selected their payment method, the User will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

8. LICENSE FOR USE OF SOFTWARE

UCS TS and the User will enter into a separate license agreement upon the placement of an Order. No software licensing will be done over the internet.

9. DELIVERY

- 9.1 UCS TS undertakes to deliver the Goods within a reasonable time, but no later than 30 (thirty) days of receipt of the User's payment (Delivery Period). UCS TS will notify the User if they are unable to deliver the Goods during the Delivery Period. The User may then, within 7 (seven) days of receiving such notification elect whether or not to cancel the order for the Goods. If the User elects to cancel the order, UCS TS will reimburse the User for the purchase price.
- 9.2 The word "delivered" shall unless otherwise stipulated in writing by the Company, mean physical delivery at the delivery address stated on the face of this Order.
- 9.3 Any carrier contracted by UCS TS to affect delivery shall be deemed to be the agent of UCS TS.

10. RISK

Ownership and risk in the Goods shall remain with UCS TS, and UCS TS shall be liable for all loss or damage from any cause whatsoever until full and complete delivery of the Goods has been effected and until Goods are paid for in full. UCS TS shall not be held responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

9. CHANGES TO THE TERMS AND CONDITIONS

- 9.1. UCS TS may, in its sole discretion, change any of these Terms and Conditions at any time. It is the User's responsibility to regularly check these Terms and Conditions and make sure that he or she is satisfied with the changes. Should the User not be satisfied, the User must not place any further orders on, or in any other way use, the Website.
- 9.2. Any such change will only apply to the User's use of this Website after the change is displayed on the Website. If the User uses the Website after such amended Terms and Conditions have been displayed on the Website, the User will be deemed to have accepted such changes.

10. ELECTRONIC COMMUNICATIONS

When the User visits the Website or send emails to UCS TS, they consent to receiving communications from UCS TS or any of our divisions or partners electronically in accordance with the UCS TS privacy policy as set out in clause 5 above.

11. OWNERSHIP AND COPYRIGHT

- 11.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“Website Content”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of UCS TS, its advertisers and/or sponsors and/or is licensed to UCS TS.
- 11.2. The User will not acquire any right, title or interest in or to the Website or the Website Content.
- 11.3 Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
- 11.5 Where any of the Website Content has been licensed to UCS TS or belongs to any third party, the User’s rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and the User agrees to comply with such third party terms and conditions.

12. DISCLAIMER

- 12.1. The use of the Website is entirely at the User’s risk and the User assumes full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 12.2. Although UCS TS takes reasonable measures to ensure that the content of the Website is accurate and complete, UCS TS makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by UCS TS employees and/or representatives, UCS TS shall not be bound thereby.
- 12.3 UCS TS disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the User’s access to or use of the Website and/or any content therein unless otherwise provided by law.

- 12.4 The Website and all information provided on the Website is provided as it is without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 12.6 Furthermore, UCS TS makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. The User accepts all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of UCS TS, its employees, agents or authorised representatives. UCS TS therefore disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of this Website.

13. TERMINATION

- 13.1 The User is free to discontinue using UCS TS' services at any time. UCS TS may at its sole discretion terminate, suspend and modify this Website without notice to the User. The User agrees that UCS TS will not be liable to the User in the event that it chooses to terminate, suspend and modify this website other than for processing any orders made by the Users prior to such time, to the extent possible.
- 13.2 UCS TS may suspend or terminate the use of the Website and/or delivery or use of the Goods if the User does not comply with the Terms and Conditions herein or if the User uses the goods in a manner which could cause UCS TS legal liability.
- 13.3 UCS TS reserves the right to terminate and delete a Users' account (with the exception of Paid Accounts) if the User has not accessed UCS TS' Website for 12 consecutive months. UCS TS undertakes to provide the User with written notice through the e-mail address associated with the User's account before terminating and deleting the User's account.

14. DOCUMENTATION AND MARKING

All Goods delivered shall be accompanied by a delivery note or waybill, which shall reflect the UCS TS' name, the Company's Order number and the Goods delivered. The official Order number must be recorded on the delivery note or waybill, invoice and any correspondence relating to the Order.

15. SPECIFICATIONS

Goods delivered to the Company shall be in accordance with the Order and shall be to the Company's specification and reasonable satisfaction.

16. WARRANTY

Unless otherwise specified in writing, UCS TS warrants the Goods against defects in workmanship and material for a period of twelve months following the date of delivery to the Company.

17. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions will in all respects be governed by and construed under the laws of South Africa. By continuing to use this Website, the User hereby consents and submits to the non-exclusive jurisdiction of the South African Courts, in any dispute arising from or in connection with these Terms and Conditions.

18. NOTICES

- 18.1 The Parties choose as their domicilia citandi et executandi for all purposes in terms of these Terms and Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), their respective addresses described on the face page hereof.
- 18.2 Any notice or communication required or permitted to be given in terms of these Terms and Conditions shall be valid and effective only if in writing but it shall be competent to give notice by fax.
- 18.3 Either Party may by notice to the other Party change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its fax number, provided that the change shall become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the other Party.

- 18.4 A notice to a Party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered, shall be deemed to have been received on the 5th (fifth) Business Day after posting (unless the contrary is proved).
- 18.5 A notice to a Party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi, shall be deemed to have been received on the day of delivery.
- 18.6 A notice to a Party sent by fax to its chosen fax number, shall be deemed to have been received on the Business Day following the date of dispatch (unless the contrary is proved).
- 18.7 Notwithstanding the foregoing, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.
- 18.8 Information or documents sent to UCS TS by e-mail will be deemed to have been received by UCS TS only once UCS TS has acknowledged receipt thereof in Writing.

19. DOMICILIUM CITANDI ET EXECUTANDI

- 19.1 UCS TS hereby selects Landmarks Avenue, Unit 6, N1 Industrial Office Park, Samrand as its address for the service of all formal notices and legal processes in connection with these terms and conditions.