

## **Website Terms of Use**

### **1. Website terms and conditions of use**

- 1.1. This document sets out the terms and conditions (“Terms”) of Zoia Consulting Proprietary Limited T/A Dots Africa (“Dots” “We”) pertaining to the access and use of the information, products, services and functions provided on [www.dots.africa](http://www.dots.africa) (“Website”, “Platform”).
- 1.2. Should any person that accesses the Website you (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
- 1.3. If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorisation, permission and consent to be bound by these Terms before purchasing any products or services.
- 1.4. Dots reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Dots from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5. We will, however, give you prior notice where we have collected personal information from you and the purpose for which we collected that information is affected by the intended amendment.
- 1.6. If there is anything in these Terms that you do not understand, then please contact us as soon as possible – see clause 15 below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.
- 1.7. You may not distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful via the Website or otherwise.

### **2. Content of the Website**

**T** 010 446 7683  
**E** admin@dots.africa  
**W** www.dots.africa

No. 2 Legacy Corner, 321 14th Rd,  
Noordwyk, Midrand, 1687

- 2.1. Dots reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2. Dots reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.
- 2.3. Dots may use the services of third parties to provide information on the Website. Dots has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness, or correctness. The user agrees that such information is provided “as is” and that Dots and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise.
- 2.4. Dots makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
  - 2.4.1. Dots does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Dots expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy;
  - 2.4.2. whilst Dots has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system; and
  - 2.4.3. Dots disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Dots receives it, and statements from external parties are accepted as fact.

### **3. Linked third-party websites and third-party content**

- 3.1. Dots may provide links to third-party websites on the Website. These links are provided to the user for convenience purposes only, and Dots does not endorse, nor does the inclusion of any link imply Dots’ endorsement of, such websites, their owners, licensees or administrators or such websites’ content or security practices and operations.

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3.2. While Dots tries to provide links only to reputable websites or online partners, Dots cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Dots. Dots is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

3.3. You agree that Dots shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third-party Website.

#### **4. Payments**

4.1. It is possible to use your credit card, Visa, or Mastercard to purchase products;

4.2. Dots takes steps to ensure that all transactions are secure. The transactions made through the Website are encrypted. You agree, acknowledge, and understand that transactions which are performed over the Internet may be vulnerable to being intercepted. Dots will not be liable for any loss that you may suffer as a result of any such interception but makes use of reputable third-party service providers to provide payment services by means of the Platform.

4.3. Where payment is made by credit card, Visa, or Mastercard, Dots may require additional information in order to authorise and/or verify the validity of payment. In such cases, Dots is entitled to withhold delivery until such time as the additional information is received by Dots and authorisation from the bank is obtained by Dots for the amounts. If we do not receive authorisation, your order will be cancelled.

4.4. You warrant that your preferred method of payment has sufficient available funds to cover all the costs incurred by you in purchasing the products.

4.5. You warrant that you are validly and/or fully authorised to use the card supplied for purposes of paying for the products.

4.6. Dots reserves the right at any stage or time and without giving you any advance notice to make changes to the prices of goods and to correct any pricing errors that may inadvertently occur.

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## 5. Orders

Your order is subject to the comprehensive SLA you enter into when contracting with Dots.

## 6. Refunds

**Refunds are only applicable if an overpayment has been made or in respect of prepaid services, depending on circumstances. Kindly contact [accounts@dots.africa](mailto:accounts@dots.africa) regarding queries relating to refunds.**

## 7. Errors

- 7.1. Dots shall take all reasonable efforts to accurately reflect the availability, description, and purchase price of products on the Website. If there are any errors on the Website (which are not due to Dots' gross negligence), Dots shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in Dots' Refund Policy.
- 7.2. Dots shall not be bound by any incorrect information regarding the products displayed on any third-party websites.

## 8. Usage Restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 8.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-license, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 8.2. decompile, disassemble, or reverse engineer any portion of the Website;
- 8.3. write and/or develop any derivative of the Website or any other software program based on the Website;

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- 8.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Dots;
- 8.5. without Dots' prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 8.6. remove any identification, trademark, copyright, or other notices from the Website;
- 8.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 8.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

## **9. Security**

- 9.1. In order to ensure the security and reliable operation of the services to all Dots' users, Dots hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 9.2. You may not utilise the Website in any manner which may compromise the security of Dots networks or tamper with the Website in any manner whatsoever, which shall include, without limitation, gaining or attempting to gain unauthorised access to the Website or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so or attempts to do so shall be held criminally liable. Further, should Dots suffer any damage or loss, civil damages shall be claimed by Dots against the user.
- 9.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Dots and its affiliates, agents and/or partners.

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## **10. Intellectual property rights**

- 10.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 10.1.1. “Intellectual property rights” means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Dots, now or in the future, including without limitation, Dots’ rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 10.2. All copyright and other intellectual property rights in all content, trademarks, software, data, and material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (“proprietary material”), are the property of or are licensed to, Dots and as such are protected from infringement by legislation.
- 10.3. By submitting reviews, comments and/or any other content (other than your personal information) to Dots for posting on the Website, you automatically grant Dots and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 10.4. All rights not expressly granted are reserved, and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 10.5. Except with Dots’ express written permission, no proprietary material from this Website may be copied or retransmitted.
- 10.6. Irrespective of the existence of copyright, the user acknowledges that Dots is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title, or interest in any such material.
- 10.7. Dots authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is

used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **11. Risk, limitation of liability and indemnity**

- 11.1. The user's use of this Website and the information contained on the Website is entirely at the user's own risk, and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 11.2. The products are used entirely at your own risk, and Dots will not be responsible for any virus, corruption, loss of files, data, and any other damage or loss, injury, loss of life, etc, from using such Products and you indemnify Dots accordingly.
- 11.3. Dots shall not be held liable for incorrect and/or inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Dots, its agents, its employees or authorised representatives.
- 11.4. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Dots be liable for any loss, harm, or damage suffered by the user as a result thereof. Dots reserves the right to request independent verification of any information transmitted via e-mail, and the user consents to such verification should Dots deem it necessary.
- 11.5. To the extent permissible by law:
  - 11.5.1. Neither Dots, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if Dots knows or should reasonably have known or is expressly advised thereof.
  - 11.5.2. The liability of Dots for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Dots rectifying the malfunction within a reasonable time and free of charge, provided that Dots is notified immediately of the damage or faulty execution of the Website. This

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liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of Dots. However, in no event shall Dots be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

11.5.3. You hereby unconditionally and irrevocably indemnify Dots and agree to hold Dots free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Dots or instituted against Dots as a direct or indirect result of:

11.5.3.1. your use of the Website;

11.5.3.2. software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Dots;

11.5.3.3. your failure to comply with any of the terms or any other requirements which Dots may impose from time to time;

11.5.3.4. the actions or requirements of any telecommunications authority or a Dots of telecommunications services or software; or

11.5.3.5. any unavailability of, or interruption in, the service which is beyond the control of Dots.

11.6. Dots makes no representations or warranties of any kind whatsoever, whether express or implied, in respect of:

11.6.1. the operation and accessibility of the Website;

11.6.2. the Website content;

11.6.3. services or products included on the Website; and

11.6.4. any advertisements and products or services on offer by third parties advertisers on the Website.



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- 11.7. Dots and its directors, officers, employees, servants, agents, contractors and other persons for whom in law Dots may be liable (collectively the “Dots Personnel”), are not accountable and do not assume any liability and expressly disclaim any warranties, express or implied, regarding the accuracy, completeness or reliability of any Website content.
- 11.8. Dots may, in its sole discretion:
- 11.8.1. remove any website content on the Website; or
  - 11.8.2. request Users to remove Website content, if such content is untruthful, misleading, inappropriate, offensive or unsuitable for any reason whatsoever. Dots may filter all Website content, advertisements or materials published on the Website and make no commitment to edit or update such content on the Website.
- 11.9. Dots and Dots Personnel do not assume any responsibility or liability for any errors or omissions of whatsoever nature or however they may arise in relation to the Website content.
- 11.10. In addition, Dots and Dots Personnel do not review any comments; complaints or remarks regarding products and services and the quality of products and services including other content, information, graphics, advertisements or materials for truth or accuracy. The aforementioned content does not at any time whatsoever represent the views, opinions, beliefs or statements of Dots or Dots Personnel.
- 11.11. Dots does not warrant or guarantee that the Website will function on an uninterrupted basis or that it would be error free. Dots does not warrant or guarantee that any defects in the Website will be corrected and does not warrant or guarantee that the Website, its servers, or any e-mails which may be sent from Dots or Dots Personnel are free of viruses or any other harmful components. Dots does not warrant the correctness or accuracy of any information, ideas and opinions expressed on or through the Website.
- 11.12. The Website may contain links to third-party websites. Dots disclaims any responsibility or liability for:
- 11.12.1. the availability or accuracy of such third party websites; or
  - 11.12.2. the content, products, or services on or available from such third party websites.

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- 11.13. Dots further does not warrant or guarantee that the links to third-party websites are free from viruses or other malicious software and you undertake to click on any such link at your own risk.
- 11.14. Under no circumstances whatsoever shall Dots or Dots's Personnel, be held liable for any damages, whether direct, indirect, incidental, special, consequential or punitive, including, without limitation, any loss of profits or revenues, or any loss of data, use, good-will, or other intangible losses, in connection with the Website content published on the Website and which relates or may relate to and/or is used by you.
- 11.15. We will not be responsible if any Product that is advertised for sale is not available or the price is changed prior to payment.
- 11.16. Dots takes reasonable steps to ensure the authenticity of the Products which includes ensuring that the Products are not stolen or counterfeit or illegally imported and endeavours to comply will all applicable laws. Notwithstanding the aforesaid and in the event of breach of the aforesaid, we reserve the right to take possession of such offending Products and replace or refund you or provide a credit note in our discretion.
- 11.17. It is your sole and exclusive responsibility to:
- 11.17.1. determine the accuracy, reliability and credibility of any information, comments, complaints, or remarks regarding products and/or services and/or the quality of products and/or services including other content, graphics, information (including information regarding fraudulent conduct), advertisements or materials published on the Website; and
  - 11.17.2. comply with any legal obligations when using such content on the Website which may be imposed by copyright, privacy, defamation, and/or any other applicable laws that may be applicable to you.

## **12. Dots privacy and cookie policy**

Dots privacy and cookies policy in this regard are available on the Privacy Policy on the Website and the terms are incorporated hereunder by reference.

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### **13. Confidentiality**

- 13.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by Dots. You shall notify Dots should you discover any loss or unauthorised disclosure of the information.
- 13.2. Any information or material sent to Dots will be deemed not to be confidential, unless otherwise agreed in writing by the user and Dots.

### **14. Breach or cancellation by Dots**

- 14.1. Dots is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Dots's right to claim damages, should any user:

14.1.1. breach any of these Terms;

14.1.2. in the sole discretion of Dots, use the Website in an unauthorised manner;  
or

14.1.3. infringe any statute, regulation, ordinance or law.

- 14.2. Breach of these Terms entitles Dots to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Dots on an attorney and own client scale.

### **15. Compliance with section 43(1) of ECT Act (ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT)**

In compliance with section 43(1) of the ECT Act, the following company details are noted:

(Insert all of the relevant information set out below)

- 15.1. Full name: Zoia Consulting Proprietary Limited T/A Dots Africa;
- 15.2. Registration number: 2012/044109/07;

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- 15.3. Physical address: 4 Challenger Avenue International Business Gateway, Midrand, 1685
- 15.4. Telephone number: **010 446 7683**
- 15.5. Website address: [www.dots.africa](http://www.dots.africa);
- 15.6. E-mail address: [info@dots.africa](mailto:info@dots.africa);
- 15.7. Names of office bearers: Sipho Ngcobo and Amani Mbara ;
- 15.8. Registered at: 192 Cornelis Street, Fairland. Roodepoort, 1725; .
- 15.9. a description of the products or services/products: background screening specialist services;
- 15.10. a complaints and disputes procedure: Please send complaints and/or queries by email to [info@dots.africa](mailto:info@dots.africa);
- 15.11. Dots' policies are available on the website [www.dots.africa](http://www.dots.africa);

## **16. Compliance with laws**

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Website.

## **17. Notices**

Except as explicitly stated otherwise, any notices shall be given by email to (in the case of Dots) or to the e-mail address you have provided to Dots (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Dots may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Dots. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, 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 address(es) for that purpose.

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## **18. General clauses**

- 18.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 18.2. These Terms apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”) and your attention is drawn to these provisions.
- 18.3. This Website is controlled, operated and administered by Dots from its offices within the Republic of South Africa. Dots makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 18.4. Dots does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 18.5. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 18.6. Dots’s failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 18.7. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of Dots.
- 18.8. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 18.9. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

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- 18.10. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 18.11. These Terms set forth the entire understanding and agreement between Dots and you with respect to the subject matter hereof.
- 18.12. You are prohibited from publishing copying, reproducing display or otherwise use the Website or information contained in it without the express prior written consent of Dots.