

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. We Grow SA ("**WGSA**") is the property of, and is administered and offered by, Digital Planet (Pty) Ltd ("**DP**") on the WGSA website.
- 1.2. These terms and conditions ("**T&Cs**") shall govern your use of the WGSA website, WGSA and any other services that may be available thereon.
- 1.3. These WGSA T&Cs, are available at www.WeGrowSA.co.za ("**the Website**").
- 1.4. By using the Website and WGSA, Users:
 - 1.4.1. acknowledge that they have been made aware of the provisions in the WGSA T&Cs, and have been afforded an adequate opportunity to receive, consider and comprehend such provisions;
 - 1.4.2. accept the WGSA T&Cs, as amended from time to time, in full; and
 - 1.4.3. warrant that they are at least 18 (eighteen) years of age.
- 1.5. By registering with WGSA, Users warrant that they are entitled to transmit any information, material, media, data and/or documentation via the Website, and are entitled to use any of the services on the Website.

2. REDEMPTION OF VOUCHERS

- 2.1 A User may choose to redeem a voucher for all Education Partners published on the Website, limited to one voucher per Partner.
- 2.2 A User will select the Partners it wishes to sign up for, and based on the platforms selected, the User will receive a unique code for each of the selections, as well as a URL link to the relevant education platform, to redeem the discount and activate the subscription for the course.

2.3 The voucher shall provide the User with limited access to the course selected, for a trial period as stipulated on the voucher, at either no rate or at a discounted subscription rate, as the case may be.

3. COPYRIGHT NOTICE

3.1 Subject to the express provisions of these T&Cs:

3.1.1 DP owns and controls all the copyright and other intellectual property rights in the Website and the material on the Website; and

3.1.2 all the copyright and other intellectual property rights in the Website and the material on the DP website are reserved.

4. CHANGES TO THESE TERMS AND CONDITIONS

4.1 WGSa reserves the right to revise and vary these T&Cs from time to time.

4.2 The revised T&Cs shall apply to the use of the Website from the date of publication of the revised T&Cs on the Website, and the Users waive any rights they may otherwise have to be notified of, or to consent to, revisions of these T&Cs.

4.3 It is the Users responsibility to regularly check these T&Cs and make sure that the User is satisfied with the changes. Should the User not be satisfied therewith then the User must not place any further orders on or, in any other way, use the Website.

4.4 Any revision will only apply to the User's use of this Website after the change is displayed on the Website. If the User chooses to use the Website after such amended T&Cs have been displayed on the Website, the User will be deemed to have accepted such changes.

5. PRIVACY POLICY

5.1 DP respects the Users privacy and shall take all reasonable measures to protect it.

5.2 Should the User decide to register as a User on the Website, DP may require the User to provide us with the information that includes but is not limited to the following -

5.2.1 The User's name and surname;

5.2.2 The User's email address; and

5.2.3 The User's mobile number

6. RESTRICTIONS

6.1 The User is specifically restricted from all of the following:

6.1.1 publishing any of the Website material in any other media;

6.1.2 selling, sublicensing and/or otherwise commercializing any of the Website material;

6.1.3 publicly performing and/or showing any of the Website material;

6.1.4 using the Website in any way that is or may be damaging to the Website;

6.1.5 using the Website in any way that impacts other user access to the Website;

6.1.6 using the Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;

6.1.7 engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Website; and

6.1.8 using the Website to engage in any advertising or marketing.

6.2 Certain areas of the Website are restricted from being accessed by the User, DP may further restrict access to any areas of this Website, at any time, at its absolute sole discretion.

6.3 Any user ID and password the User may have for this Website are confidential and the User is responsible for maintaining the confidentiality thereof.

7. WARRANTIES AND GUARANTEES

7.1 The Website, including links to other websites, is provided without any representations or warranties, express or implied. DP makes no representations or warranties in relation to the Website, or the information on the Website.

7.2 Without prejudice to the generality of the foregoing, DP does not warrant that:

7.2.1 the Website will be constantly available, or available at all; or

7.2.2 the information on the Website is complete, updated and accurate.

7.3 Nothing on the Website constitutes, or is meant to constitute, advice of any kind, including investment, financial, legal and tax advice. If you require advice in relation to any matter you should specifically consult an expert in these fields.

7.4 DP reserves the right to discontinue or alter any or all of the services on the Website, and save to the extent expressly provided otherwise in these T&Cs, the User shall not be entitled to any compensation or other payment upon the discontinuance or alteration of any such services, or in the event the DP website is unavailable or discontinued for any reason whatsoever.

7.5 The Website may contain links or references to other websites ("**Third-Party Websites**") which are outside of DP's control, including those of advertisers. These T&Cs do not apply to those Third-Party Websites and DP is not responsible for the practices and/or privacy policies of those Third-Party Websites and/ or the "cookies" that those Third-Party Websites may use.

7.6 Notwithstanding the fact that the Website may refer to or provide links to Third-Party Websites, the Users use of such Third-Party Websites is entirely at the Users own risk and DP shall not, under any circumstances, be held responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the Users use of such Third-Party Websites or User reliance on any information contained thereon.

8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

8.1 DP will not be liable to any person (whether under the law of contract, the law of delict or otherwise) in relation to the contents of (including technical inaccuracies and typographical

errors), or use of, or otherwise in connection with, the Website: to the extent that the Website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or for any personal or business losses, loss of income, profits or anticipated investment returns, loss of reputation or goodwill, or loss or corruption of information or data.

- 8.2 You accept that, as a limited liability company, DP limits the personal liability of its directors, officers, employees, representatives and agents. Users agree that they will not bring any claim personally against DP's aforementioned persons in respect of any losses they may suffer in connection with the Website. Without prejudice to the foregoing, Users agree that the limitations of warranties and liability set out in this website disclaimer will protect DP's aforementioned persons, agents, subsidiaries, successors, assigns and sub-contractors as well as holding and associated companies.
- 8.3 By using this website, Users agree that the exclusions and limitations of liability set out in these T&Cs are reasonable.

9. USER CONTENT

- 9.1 With reference to the Website T&Cs, "**User Content**" shall mean any audio, video, text, images or other material which the User may choose to display on this Website. By displaying User Content, the User grants DP, a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.
- 9.2 User Content must be the User's own and may not infringe upon any third party's rights. DP reserves the right to remove any User Content from this Website, at any time without notice.

10. ASSIGNMENT

- 10.1 DP may assign, transfer, sub-contract or otherwise deal with its rights and/or obligations under these T&Cs.
- 10.2 Users shall not, without DP's prior written consent, assign, transfer, sub-contract or otherwise deal with any of their rights and/or obligations under these T&Cs.

11. SEVERABILITY

If any provision of these T&Cs is, or is found to be, unenforceable under any applicable law, this will not affect the enforceability of the other provisions of these T&Cs.

12. THIRD PARTY RIGHTS

The agreement constituted by these T&Cs is for the benefit of DP and its Users, and is not intended to benefit or be enforceable by any third party.

13. ENTIRE AGREEMENT

These T&Cs shall constitute the entire agreement between DP and its Users in relation to the User's use of the Website and shall supersede all previous agreements between them in relation thereto.

14. LAW AND JURISDICTION

14.1 These T&Cs shall be governed by and construed in accordance with South African law.

14.2 Any disputes relating to these T&Cs shall be subject to the exclusive jurisdiction of the courts of South Africa.