



Terms of Use

These terms of use (“Terms”), together with any and all other documents referred to herein, govern the relationship between you and (a) Wonde (Pty) Limited (“we”, “us”, “our” or “Wonde”) under which our Wonde services are provided by us through our website and platform <https://www.wonde.com/za/company/>(“Website”); and (b) within any Wonde app provided by us to you (“Wonde Applications”) whether you are a registered user of the Website or a general visitor to our Website (together, “Services”).

The Services are operated by Wonde (Pty) Limited which is a company registered in the Republic of South Africa under company number 2024/018756/07. Please send all correspondence to PO BOX 2764, Durbanville, Cape Town, Western Cape, 7550.

Please read these Terms carefully. By accessing and using the Website and/or any Wonde Applications together with any content, you confirm you understand and accept these Terms. We will also require you to read and accept our Privacy Notice and any applicable terms and conditions which relate to our Services including but not limited to services provided by us through the use of our Website and/or any Wonde Applications, if you are a registered user.

If you do not accept these Terms, please do not access the Website and/or use the Services.

1. USE OF THE WONDE WEBSITE AND WONDE APPLICATION

- 1.1 Unless otherwise stated, Wonde and/or its licensors own all the intellectual property rights in the Website and Wonde Applications and material on the aforementioned. Subject to the terms and conditions below, all the intellectual property rights are reserved.
- 1.2 You may view, download for teaching purposes only, and print pages or other content from the Website or Application for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

2. NON-PERMISSIBLE USE

You may not:

- 2.1 Use the Website or Wonde Application in any way that causes, or may cause, damage to the Website or Application or impairment of the availability or accessibility of the website or Application; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.2 Use the Website or Application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 2.3 Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the website or Application without Wonde's express written consent.
- 2.4 Use the Website or Application to transmit or send unsolicited commercial communications.

2.5 Use the Website or Application for any purposes related to marketing without Wonde's express written consent.

3.1 In particular, it is also prohibited for you to:

3.2 Republish material from the Website or Wonde Application;

3.3 Sell, rent or sub-license material from the Website or Wonde Application;

3.4 Show any material from the Website or Wonde Application in public;

3.5 Reproduce, duplicate, copy or otherwise exploit material on the Website or Wonde Application for a commercial purpose;

3.6 Edit or otherwise modify any material on the Website or Application; or

3.7 Redistribute material from the website or Application, except for content specifically and expressly made available for redistribution.

You may contact us for prior permission to use the content for such purposes, which permission may be denied in Wonde's sole discretion.

4. ACCESS RESTRICTION

Access to certain areas of the Website and Wonde Application is restricted. Wonde reserves the right to restrict access at Wonde's discretion.

4.1 If Wonde provides you with a user ID and password to enable you to access restricted areas of the website or Application, or other content or services, or if you choose such a password yourself, you must ensure that the user ID and password are kept confidential.

4.2 Wonde may disable your user ID and password in Wonde's sole discretion without notice or explanation and will do so if these terms and conditions are breached.

5. USER CONTENT

- 5.1 In these Terms, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to the Website or Wonde Application, for whatever purpose.
- 5.2 You grant to Wonde a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Wonde the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 5.3 Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or Wonde or a third party (in each case under any applicable law).
- 5.4 You must not submit any user content to the Website or Wonde Application that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. Wonde reserves the right to edit or remove any material submitted to the Website or Application, or stored on Wonde’s servers, or hosted or published upon the Website or Application. Notwithstanding Wonde’s rights under these terms and conditions in relation to user content, Wonde does not undertake to monitor the submission of such content to, or the publication of such content on, the website or Application.

6. NO WARRANTIES

The Website and Wonde Application are provided “as is” without any representations or warranties, express or implied. Wonde makes no representations or warranties in relation to the Website, the Wonde Application or the information and materials provided on the Website and/or Wonde Application.

Without prejudice to the generality of the foregoing paragraph, Wonde does not warrant that:

- 6.1 This Website and/or the Wonde Application will be constantly available, or available at all; or
- 6.2 The information on this Website and in its Application is complete, true, accurate or non-misleading.
- 6.3 Nothing on this Website or in the Wonde Application constitutes or is meant to constitute, advice of any kind. If you require advice in relation to any (including legal, financial or medical) matter you should consult an appropriate professional.

7. LIMITATIONS OF LIABILITY

Wonde will not be liable to you (whether under the law of contact, the law of delict or otherwise) in relation to the contents of, or use of, or otherwise in connection with the Website and/or Wonde Application:

- 7.1 To the extent that the Website and/or Application is provided free-of-charge, for any loss, direct or indirect;
- 7.2 for any indirect, special or consequential loss; or
- 7.3 for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation

or goodwill, or loss or corruption of information or data.

7.4 These limitations of liability apply even if Wonde has been expressly advised of the potential loss.

8. EXCEPTIONS

Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this disclaimer will exclude or limit Wonde's liability in respect of any:

8.1 death or personal injury caused by Wonde's gross negligence;

8.2 fraud or fraudulent misrepresentation on the part of Wonde; or

8.3 matter which it would be illegal or unlawful for Wonde to exclude or limit, or to attempt or purport to exclude or limit, its liability.

9. REASONABLENESS

By using this Website and the Wonde Application, you agree that the exclusions and limitations of liability set out in this disclaimer are reasonable. If you do not think they are reasonable, you must not use this Website or the Wonde Application.

9. OTHER PARTIES

You accept that, as a limited liability entity, Wonde has an interest in limiting the personal liability of its employees or officers. You agree that you will not bring any personal claim against Wonde's employees or officers in respect of any losses you suffer in connection with the website and/or Application.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in the disclaimer will protect Wonde's officers, employees, subsidiaries, successors, assigns and sub-contractors as well as

Wonde's legitimate business expectations.

10. UNENFORCEABLE PROVISIONS

If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website and Application disclaimer.

11. INDEMNITY

You hereby indemnify Wonde and undertake to keep it indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Wonde to a third party in settlement of a claim or dispute on the advice of Wonde's legal advisers) incurred or suffered by Wonde arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

12. BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to Wonde's other rights under these Terms, if you breach these Terms in any way, Wonde may take such action as it deems appropriate to deal with the breach, including suspending your access to the Website and/or Wonde Application, prohibiting you from accessing the Website and/or Application, blocking computers using your IP address from accessing the Website and/or Application, contacting your internet service provider to request that they block your access to the Website and/or Application, and/or bringing court proceedings against you.

13. VARIATION

Wonde may revise these Terms from time-to-time. Revised terms and conditions will apply to the use of this Website and the Wonde Application from the date of the publication of the revised terms and conditions on the Website and/or Wonde Application. Please check this page regularly to ensure you are familiar with the current version.

14. ASSIGNMENT

Wonde may transfer, sub-contract or otherwise deal with Wonde's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

14.1 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

15. SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Wonde in relation to your use of this website and Application, and supersede all previous agreements in respect of your use of this website and Application.

17. LAW AND JURISDICTION

These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa, and any disputes relating to these Terms will be subject to the jurisdiction of the courts of this country.