



## **USELESS CREATE MORE – REG NO: 2011/025382/23**

### **USEless Create More - TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

USEless Create More, Registration no: 2011/025382/23 respects your privacy and your personal information. The USEless Website Usage and Privacy Policy (the Policy) is set out as clearly as possible below.

The USEless Website complies with the data protection and privacy principles contained in the Electronic Communications and Transactions Act 25 of 2002 (ECT Act) and the Protection of Personal Information Act 4 of 2013 (POPI Act).

In terms of Section 11(3) of the ECT Act and the Common Law of contract, these terms and conditions are valid, binding and enforceable against all persons that access the Website.

#### **2. APPLICATION**

The terms and conditions below regulate the relationship between USEless and everyone who accesses and uses the Website. During your visit to the Website, you may be using it for different purposes which can lead to certain rights and responsibilities arising, as set out below. We may also be collecting certain personal information from you, which will be handled in accordance with the enclosed terms and conditions.

##### **2.1 Consent**

By submitting your details, becoming a member and/or using the Website, you are deemed to have read, agreed and accepted the terms and conditions of the Policy and expressly consent to the collection, use, and disclosure of your personal information in the manner described below. If you object to, or disagree with any of the terms and conditions of use, or with any of the potential uses described in this Policy, please leave the Website immediately.

This site may be used for legitimate purchases only. You may not attempt to harm this site in any way or use the site in an improper manner. If you decide to purchase an item or register on the Website, you agree to provide true and accurate information about yourself. If you provide false, incomplete or inaccurate information, or if USEless suspects that any information is false, incomplete or inaccurate, USEless has the right to suspend or terminate your account.

## **2.2 Allowed Usage**

2.2.1 Members/Subscribers must be role players in the Creative Industry and/or Sectors related to the Industry.

2.2.2 Members/Subscribers may only post the number of items as allowed for in their package subscription, related to the Sectors sub-category provided for. Limited postings are allowed as per package description.

2.2.3 Users of the Website may view, download and print the content of the Website subject to the provisions of this Policy.

2.2.4 If any user uses content from the Website in breach of this policy, USEless:

2.2.4.1 reserves the right to claim damages from users; and

2.2.4.2 shall not be liable, in any manner whatsoever, for any damage, loss, or liability that may result from the use of such content by users or any third party who obtained the content from users.

2.2.5 USEless shall not be liable, in any manner whatsoever, for any damage, loss or liability that may result from the use of content, products listed, or services available from the Website.

2.2.6 USEless and its owners make no representation to the accuracy, completeness, authenticity or availability of content on the Website.

2.2.7 USEless and its owners are not involved in direct dealings or negotiations between any of the users of the Website and shall not be liable, in any manner whatsoever, for any damage, loss or liability that may result from such dealings.

2.2.8 E-mail addresses, names and telephone numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to USEless, and all rights detailed in Chapter 8 of the POPI Act are reserved.

## **2.3 Intellectual Property Rights**

- 2.3.1 All intellectual property associated with the Website, including but not limited to content, trademarks, trade names, logos, pictures, downloads, domain names, patents, design elements, software, source code, meta tags, database, text, graphics, icons, and hyperlinks is the property of USEless.
- 2.3.2 No person shall amend, copy, use, decompile, and/or reverse engineer the source code of the Website.
- 2.3.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or for other purposes without USEless's prior written consent.

## **2.4 Security and Confidentiality**

- 2.4.1 USEless understands the value of your personal information and will take all reasonable steps to protect your personal information from loss, misuse or unauthorised alteration, access, or disclosure. Your personal information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.
- 2.4.2 The USEless security systems meet industry standards and we are constantly monitoring internet developments to ensure our systems evolve as required. We also test our systems frequently to ensure that our security is up to date.
- 2.4.3 USEless is subject to the South African data protection laws, which includes the POPI Act, with which we comply.
- 2.4.4 However, USEless does not make any warranties or representations that content shall be entirely safe or secure. In the event of a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, USEless shall promptly assess the risk to the users whose personal information is processed and inform the Information Regulator accordingly, as well as the users, if their identity can be established by the breach.
- 2.4.5 Subject to the provisions of Sections 43(5) and 43(6) of the ECT Act, if applicable, USEless is under no legal duty to encrypt any content or communications from and to users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 2.4.6 Users may not deliver or attempt to deliver, whether intentionally or negligently, any harmful code, such as computer viruses, robots or spy ware, to the Website, server, and computer or mobile network that supports the Website.

2.4.7 Users who are responsible for any of the actions stated in 2.4.6 above, or who commit any of the offences detailed in Sections 85 to 88 of the ECT Act, shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by USEless due to or related to these illegal actions.

## **2.5 Personal Information**

2.5.1 The processing of personal information is governed by the POPI Act. Personal information refers to information that identifies or relates specifically to you and includes your name, contact details, nationality and identity number.

2.5.2 We will only process personal information obtained from you through the use of the Website and with your consent as set out in this Policy, unless it is obtained and processed under the applicable exclusions provided for in the POPI Act (for example, to comply with a legal obligation, a contract to which the user is a party, to protect the legitimate interests of the user, or to promote the legitimate interest of USEless).

## **2.6 Use of Information Collected**

Personal information collected through the use of the Website may be collected for specified, explicit, and legitimate purposes and only retained for as long as is necessary to achieve that purpose.

2.6.1 USEless may process your personal information for the purpose of:

2.6.1.1 providing you with products or services;

2.6.1.2 to assist in improving USEless services; and

2.6.1.3 providing you with information via mail, telephone or other means about USEless.

2.6.2 You consent that USEless may share your personal information with third parties for the purposes of management and administration of this Website (for example, the web developers).

2.6.3 Your personal information will be destroyed once it no longer serves the purpose for which it was collected. The further processing of personal information may be possible in certain instances, such as where required by law for record purposes, provided for in a contract, with consent of the user, or for historical, statistical or research purposes. Your personal information will be

destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any user.

## **2.7 Data Collection**

- 2.7.1 In addition to the personal information you submit, we may collect information about your computer, including, where available, your IP address, operating system and browser type for system administration.
- 2.7.2 This is statistical data about browsing actions and patterns, and does not identify any individual. We may also obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer.
- 2.7.3 Cookies enable us to provide our service to you, estimate our audience size and usage patterns, store information about your preferences, and recognise you when you return to our Website.

## **2.8 Sharing your Information and Data Service Provision**

- 2.8.1 We may share the personal information and data you submitted or that we collect with third parties involved in the process of providing the products and services you may require.
- 2.8.2 All service providers are bound by contract to maintain the confidentiality and security of your personal information and are restricted in their use thereof as per this Policy.

## **2.9 Changes to this Policy**

- 2.9.1 We reserve the right, at our sole and absolute discretion, to update, modify, or amend (including without limitation, by the addition of new terms and conditions) this Policy from time to time with or without notice or justification.
- 2.9.2 You therefore agree to review the Policy, whenever you visit the Website, for any such change. Save as expressly provided to the contrary in this Policy, the amended version of the Policy shall supersede and replace all previous versions thereof.

### **3. ACCESS RIGHTS**

- 3.1 In terms of the POPI Act, the user has a right to request access to his/her personal information held by USEless and to request correction or deletion of the user's personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully. A user is also entitled, subject to the provisions of the POPI Act, to request USEless to destroy or delete his/her personal information that USEless is no longer authorised to retain in terms of Section 14 of the POPI Act.
- 3.2 To obtain a copy of the personal information USEless holds, you should write to the USEless PAIA Information Officer as per procedure and contact details set out in the USEless PAIA and POPI Manual.

### **4. DISCLAIMER AND LIMITATION OF LIABILITY**

- 4.1 Subject to the provisions of Sections 43(5) and 43(6) of the ECT Act, if applicable and as far as allowed by law, USEless (including its owners, employees, suppliers, internet service providers, partners, affiliates, and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever resulting from:
  - 4.1.1 access to the Website;
  - 4.1.2 access to and use of Services, including but not limited to transactions between members and users of the Website;
  - 4.1.3 access to web/mobile sites linked to the Website;
  - 4.1.4 inability to access the Website or use the Services;
  - 4.1.5 inability to access web/mobile sites linked to the Website;
  - 4.1.6 content available on the Website;
  - 4.1.7 services available on the Website; or
  - 4.1.8 any other reason not directly related to USEless's gross negligence.
- 4.2 The Website is supplied on an "as is" basis and has not been compiled to meet users' individual requirements. It is the responsibility of the user to satisfy themselves, prior to entering into the membership, and Website usage and privacy agreement with USEless, that the content available from and through the Website meets the user's individual requirements and is compatible with the user's computer hardware and/or software.

- 4.3 USEless does not make any warranties or representations that content and services available from the Website shall in all cases be error-free.
- 4.4 USEless shall take all reasonable steps to ensure the quality and accuracy of content available on the Website.
- 4.5 USEless does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of USEless, including but not limited to virus infection, unauthorised access (hacking), power failure or other “acts of God”.
- 4.6 The Website and Services are provided “as is” and no warranties, implied or expressed, are given.

## **5. PRODUCT INFORMATION AND PRICING**

- 5.1 USEless will do its very best to provide accurate and current information relating to the prices and information of the products on the Website. Information and prices relating to products is subject to change without notice.
- 5.2 USEless will not be liable for any copyright or patent infringements for any of the products listed by members on the Website.

## **6. ENTIRE AGREEMENT AND SERVABILITY**

- 6.1 These terms and conditions constitute the entire agreement between USEless and the Website User and shall take precedence over any other disclaimer and/or legal notices.
- 6.2 Any failure by USEless to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 6.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## **7. APPLICABLE LAW**

The Website is hosted, controlled and operated from the Republic of South Africa and therefore this Policy, the use of or inability to use the Website, its contents, services, and terms and conditions are governed by and interpreted in accordance with the South African law enforced by the South African courts.

