

One Linkage (Pty) Ltd has developed and owns Linkage, an online platform or 'marketplace' that facilitates networking and the marketing and procurement of services among service providers and buyers registered on the platform. Using powerful databases and secure user authentication protocols, Linkage enables service providers to upload company and compliance-related information onto the platform in a bid to attract buyers. It also enables buyers to log requests for information, proposals and/or quotations, to which service providers are at liberty to respond.

It should be noted that any service agreement entered into between a service provider and a buyer is solely between these two parties. Linkage helps to bring the parties together via the platform but does not involve itself in any subsequent business negotiations or transactions.

Linkage is committed to enterprise and supplier development. Linkage plays a key role in this regard as it establishes connections that might otherwise not develop naturally between companies due to a lack of information, particularly if buyers and service providers are not in close geographical proximity to one another. Another advantage of Linkage is that it provides analytics on the progress of service providers on various enterprise development programmes as well as the value of the business that they generate within given periods.

## **One Linkage**

### **Terms and Conditions**

By using the Linkage platform, including any branded portal powered by One Linkage (Pty) Ltd, you agree to be bound unconditionally by the terms and conditions set out below.

We, at One Linkage (Pty) Ltd, reserve the right to update or alter the terms and conditions at any time without notice, and registered members will be bound by the changes once these have been displayed on the website and/or platform.

Please take the time to read the terms and conditions carefully before using the platform as they relate to different parties' rights, obligations and liabilities. If there is anything that you do not understand, you should ask us for an explanation before you start using the platform.

#### **1. Definitions**

The terms 'One Linkage (Pty) Ltd, 'One Linkage (Pty) Ltd, 'we', 'us', 'our' and 'ours' refer to 'One Linkage.

The terms 'you', 'your' and 'yours' refer to any registered member of the platform.

The term 'website' refers to the Linkage website: <https://www.linkage.co.za>.

The term 'service provider' refers to any individual or business entity that wishes to advertise a service on the platform.

The term 'buyer' refers to any individual or business entity that wishes to procure a service advertised on the platform.

The term 'member' refers to a registered user of the platform.

The term 'Ombud' refers to the Consumer Goods and Services Ombud.

The term 'POPI Act' refers to the Protection of Personal Information Act 4 of 2013.

The term 'CPA' refers to the Consumer Protection Act 68 of 2008.

The term 'intellectual property rights' refers to the collective (including moral) rights to: copyright-protected materials, databases, trademarks, logos, brands, names, trade names, tag lines, slogans, graphics, icons, hyperlinks, patents, designs, models, trade secrets and any other types of (registered or unregistered) intellectual property which One Linkage owns, uses (e.g. under licence) and/or holds.

## **2. Ownership and Operation of the Platform**

The Linkage platform and supporting software are owned and operated by One Linkage (Pty) Ltd, trading as One Linkage. One Linkage is a private company registered in South Africa (Registration No. 2011/001798/07). Its registered address is: 1<sup>st</sup> Floor, 6 Kikuyu Road, Sunninghill, Johannesburg, Gauteng. Other contact details are: tel (+27) 011 100 4727; email [info@linkage.co.za](mailto:info@linkage.co.za).

One Linkage may at any time and for any reason, and without prior written notice, suspend or terminate the operation of the platform or a member's right to use the platform or its contents, subject to our fulfilling any remaining obligations to the member(s) in question.

If you have any queries about the platform, please contact us at the above-mentioned telephone number or email address.

## **3. Licences**

By agreeing to the terms and conditions, we grant you a personal, non-commercial, revocable, royalty-free, non-exclusive and non-transferable licence to access and use the Linkage platform in the prescribed manner.

In the event that you post any content on or through the platform you, in turn, provide us with a licence for the use of the content. We do not claim any ownership rights to your content; you retain any ownership rights that you may already have to your content, as well as privacy rights, publicity rights and any contractual rights (and obligations) that may vest in the content. The licence you extend to us, which is royalty-free, non-exclusive, transferable and global, enables us to use, modify (including deleting or adding new information), publicly display, reproduce or distribute the content solely on or through the platform. This includes (without limitation) distributing part or all of your content in any media format and through any media channel, and using it in any of our advertising campaigns.

While you are still free to license your content to anyone else, we are entitled to make commercial use of it. The fact that the licence is global allows users from all over the world to access the platform and view the content, thereby enhancing business opportunities.

## **4. Rights and Obligations of Registered Members**

The platform has been set up for the express purpose of facilitating networking, marketing and procurement among service providers and buyers (members). Members are prohibited from extracting information about other members for the purpose of building marketing lists or for any other unauthorised purpose. Data held on the platform is protected under our [Fair Use Policy](#). Any member found contravening this policy risks having their membership withdrawn.

By using the platform you warrant that you have full legal capacity. If you are not legally entitled to enter into a binding agreement with another party, you may use the platform only under the supervision of another person who agrees to assume responsibility for you and your obligations and actions, according to the specified terms and conditions.

By using the platform you also agree that you will not use any device, software package or other instrument to interfere with the operation of the platform; nor will you use any robot, spider, automatic device or manual process to monitor, copy, distribute or modify the platform or the information it contains without our prior written consent.

The materials used on the platform are protected under national and international intellectual property laws (including copyright and trademark laws). In terms of these laws, you may view, download, copy and print information and documents found on the platform provided the materials (1) are used for your personal (non-commercial) use; or (2) are used to support research that you are conducting for your own or your employer's business. However, any materials used may not be modified in any way without our prior written permission.

Your use of the platform and any of its materials does not authorise you to use any of the names or trademarks of Linkage, our business partners, or associates, or to claim any links to such entities. In addition, you may not, without specific written permission, cede or transfer your rights to access the portal, or to any of its terms and conditions, through an assignment of such rights, a sub-licence or any other means.

Reproducing, selling, distributing, transmitting, publishing or broadcasting any of the content of the materials found on the platform for commercial gain, without our express permission, would be construed as a criminal offence and could give rise to a claim for damages. In addition, the platform may not be used to distribute materials that are defamatory or offensive, amount to hate speech, or are otherwise unlawful.

To the extent that the reproduction, sale, distribution, publication, transmission or broadcasting of any content may be expressly permitted (and provided it does not involve commercial exploitation), all existing rights with respect to trademarks, trade names, copyright-protected materials and other forms of intellectual property, as well as proprietary and confidentiality notices, must be retained and clearly displayed on the content in question, without any modification. Using the content in this way does not afford a member ownership rights thereto.

At any time, you can choose to stop using the platform, with or without notifying us.

## **5. Protection of Personal Information Act 4 of 2013**

The platform provides a means for service providers to identify and attract buyers, and vice versa. A service provider registering on the platform acknowledges that its company profile is in the public domain and is therefore accessible to other members.

You should accept that we communicate with our members from time to time through emails or direct phone calls, and may also make company-related information available to our partners in the interests of market research. However, in terms of the Protection of Personal Information Act 4 of 2013 ('POPI'), we warrant that all confidential information (such as directors' personal identification and company banking details) is masked and made available only to an authorised administrator. We further warrant that a service provider's company information will not be provided to any third party for the purpose of sending unsolicited, bulk marketing communications.

To ensure the integrity of the information made available to members on the platform, we validate the accuracy and legitimacy of critical data linked to company profiles. As a member of the platform you automatically give your consent to such validations being carried out.

## **6. Consumer Protection Act 68 of 2008**

A member acting as a buyer is not only covered by the terms and conditions of the platform but also by the prescripts of the Consumer Protection Act 68 of 2008 ('CPA').

Nothing in these terms and conditions is intended or must be understood to unlawfully restrict, limit or undermine any right or obligation of members or One Linkage under the CPA. Where a dispute arises between a buyer and a service provider, we are entitled but not obliged to become involved in an attempt to resolve it. It is the responsibility of the buyer and service provider to resolve the dispute.

## **7. System Compatibility**

The Linkage platform has been optimised to work with Internet Explorer and Firefox web browsers. You are solely responsible for ensuring compatibility between your hardware, software and connections (including telecommunications services, Internet access and links, web browsers and programs) and the platform.

## **8. Registration on the Platform**

To access the services provided by the platform, you need to register/create an account. Part of the registration process involves providing a username and password. Your username and password are required every time you access the platform; otherwise, you will be denied access. It is your responsibility to supply accurate and complete information during the registration process and not to register, or attempt to access the platform, under someone else's name. We reserve the right to reject or terminate a username deemed offensive.

Your username and password are very important pieces of information and it is your responsibility to keep them secure.

Your duties in relation to your account are as follows:

- Keep your username and password confidential;
- Choose a new password whenever you are required to do so;
- Take responsibility for any transactions effected by users whom you have authorised to use your username and password;
- Manage the information in your account in a responsible manner, which includes:
  - Not sending, publishing, using or reusing any material that is offensive, abusive, defamatory, indecent, obscene, threatening or illegal, or that breaches copyright or other intellectual property rights, confidentiality, privacy or other rights;
  - Not transmitting spam letters, junk mail or chain letters, or behaving in a way that causes annoyance, inconvenience, damage or needless anxiety to another party or to the whole member community.
- Notify us immediately if you suspect that your username and/or password have been used by an unauthorised party or have been compromised in some other way.

In the event of misrepresentation of any information provided in the registration process – whether intentional or not – we reserve the right to remove the applicant's or member's details from the platform, without incurring any costs or liabilities.

Upon successful registration, a single user licence is allocated to each member. Access cannot be shared with any other users. If additional users wish to access the platform, additional user licences must be acquired. If it is found that access has been shared by several users via the same licence, we will charge for these additional users. All logins are tracked via a specific IP address.

## **9. Service Agreement**

Any service agreement entered into between a service provider and a buyer is solely between these two parties. We are only a facilitator of, and not a party to, the service agreement. Therefore, any transactional activities that take place, including the conclusion of formal service agreements and payment arrangements, would be directly between the parties, not via the platform.

A service provider may respond to a general request for a quotation or a proposal that a buyer has logged on the system. Alternatively, a buyer may approach a service provider directly for more information and/or for a proposal or quotation. Neither a buyer nor a service provider is, however, obliged to work with any party that has approached them. Whether they choose to pursue a business relationship would depend on the commercial merit of the proposed transaction and other factors, at the parties' discretion.

We rely on the information supplied by members to be clear and accurate for the online marketplace to function optimally. Any dispute that may arise between a buyer and a service provider over inaccurate or misleading information must be resolved directly between the parties themselves.

## **10. Fair Use Policy**

We view the protection of data as critical to our operation and all members are governed by a Fair Use Policy. Contravention of this policy, evidenced in the irregular use or exploitation of data or materials held on the platform, is likely to result in suspension of services to the member in question without the prospect of a refund.

## **11. Infringement of Rights**

If you believe your rights have been infringed by Linkage or another member, you may address a complaint to us by emailing [info@linkage.co.za](mailto:info@linkage.co.za) or calling us directly on tel (+27) 011 100 4727. In your complaint, please provide the following:

- the full name and address, and telephone and electronic contact details, of the complainant;
- the written or electronic signature of the complainant;
- an indication of the right that has allegedly been infringed;
- a description of the material or activity that you claim to have been the subject of unlawful activity;
- a description of the remedial action that you believe we or the member in question should take in respect of the complaint;
- a statement to the effect that you, as the complainant, are acting in good faith;
- a statement by you, as the complainant, that the information provided to support your complaint is, to the best of your knowledge, true and correct.

On receipt of a complete and properly formulated complaint, we will conduct an investigation and take appropriate action, where necessary. Such action may include removing potentially inappropriate or offensive content from the platform.

You also have the right to lodge your complaint with the Consumer Goods and Services Ombud, the contact details of which are tel (+27) 0860 000 272; email [info@cgso.co.za](mailto:info@cgso.co.za).

## **12. No Waiver**

Any failure on your or our part to enforce any right under the terms and conditions shall not constitute a waiver of that right.

### **13. Termination**

If you fail to meet your obligations under these terms and conditions, we are entitled (with or without notice) to suspend and/or terminate your access to the platform. Actions that would warrant such suspension or termination include your compromising the rights to privacy of another member or abusing the platform for the purpose of fraud or suspected fraud (which may also result in your being blacklisted on the database).

### **14. Governing Law**

These terms and conditions are governed by the laws of the Republic of South Africa. By agreeing to the terms and conditions, you agree that any legal dispute arising out of your use of the platform, which cannot be resolved between the parties, will be referred to litigation in a court with the relevant jurisdiction within the Republic of South Africa.

### **15. Limitation of Liability**

Under no circumstances shall we be liable to you or any other person (whether asserted on the grounds of contract or tort) for any indirect, incidental, consequential, special or punitive damages for any matter arising from or relating to the use of the Linkage platform or the Internet in general, including (without limitation): the ability or inability to use the platform; inaccessibility of or unauthorised access to the platform or its data; delays in or failure of transmission of materials or data; changes to content or data; any agreement(s) entered into with parties identified through the platform; and any materials or data from a third person accessed on or through the platform.

### **16. Indemnity**

You agree to indemnify and hold us – including our directors, officers, employees and agents – harmless from and against any action, claim, demand, debt or liability (including attorneys' fees) instituted by any individual or entity arising out of your breaching of any of the terms and conditions of the platform.

### **17. Whole Agreement**

These terms and conditions constitute the whole agreement between you and One Linkage. No other warranty or undertaking is valid. If any term or condition is declared invalid, the remaining terms and conditions will remain in full force and effect.

### **18. Disclaimer**

The information appearing on the Linkage platform does not constitute legal or professional advice; it is provided for general information only. In addition, the platform is provided 'as is', without any form of warranty, express or implied. You therefore use the platform at your own risk. If you are dissatisfied with the platform, your best remedy is to discontinue using it. (See also [Infringement of Rights](#).)

We:

- do not warrant that your use of the platform will be interruption or error free\*;
- do not warrant the integrity or quality of an advertised service;
- do not warrant the validity of a request for a proposal or quotation;
- do not warrant that the materials held on the platform are free of infection from computer viruses;
- do not warrant that any information on the platform does not infringe the intellectual property rights of any individual or entity anywhere in the world;

- do not accept responsibility for any errors made by members in uploading or downloading information from the platform;
- do not accept responsibility for the accuracy, completeness, suitability or usefulness of materials (express or implied) held on the platform;
- do not accept responsibility for non-adherence by service providers to the stipulated closing dates and times in tender documents, or as otherwise amended by the relevant buyer;
- do not accept responsibility for the accuracy, completeness, suitability or usefulness of materials held on other websites which are linked to this platform, or warrant that such links will always be functional.

The platform does not endorse or favour any specific commercial service, product or business. Websites that are accessible via the platform have been chosen merely because they are considered to be useful enhancements to the information we provide. A link to a third-party website does not imply endorsement. You must judge for yourself whether the information, product or service displayed on that website is suitable for your needs.

Similarly, a website that is not linked to the platform does not imply that it is sub-standard. Furthermore, websites that are linked to the platform may have terms and conditions that are different from ours. It should not be assumed that our terms and conditions apply to other websites, and vice versa.

\*While we aim to ensure the accuracy of information provided, errors may appear from time to time or some of the content may be found to be out of date. Please confirm important facts before relying on the information provided on the platform. Furthermore, the platform may periodically be inaccessible for reasons such as: equipment malfunctions; scheduled maintenance; repairs; fluctuations in, or failure of, the electricity supply; industrial action; malfunction of members' equipment or software; or other unforeseen circumstances beyond our control.