

Website Terms of Use

These terms and conditions (hereinafter referred to as the “Terms”) govern the access and use of SHEQ 365 (Pty) Ltd (hereinafter referred to as “SHEQ 365”) Website.

Capitalised terms used in these Terms shall have the meanings assigned to them herein, unless otherwise specified. Any terms, including Capitalised terms, not explicitly defined within these Terms shall be interpreted in accordance with their commonly understood meaning within the context in which they are used. Unless the context indicates otherwise, (a) singular terms shall include the plural and vice versa, (b) references to any gender shall include all genders, and (c) references to persons shall include both natural and legal persons. Headings and numbering are included for ease of reference only.

1. Application

- 1.1. These Terms apply to the access and use of the Website by the User.

2. Definitions

- 2.1. **Website** – means the online platform owned and operated by SHEQ 365 at <https://www.sheq365.co/>
- 2.2. **User** – means any person accessing or using the Website regardless of the device used to access or use the Website.

3. Acceptance of Terms

- 3.1. **By accessing or using the Website, the User acknowledges that they have read, understood, and agree to be bound by these Terms.**

4. Changes and Updates to Terms

- 4.1. SHEQ 365 reserves the right to change and update these Terms at any time.
- 4.2. It is the responsibility of the User to review the current Terms prior to accessing or using the Website. By continuing to access or use the Website, the User agrees to be bound by any changes to these Terms.

5. Age Requirement

- 5.1. The User must be eighteen (18) years of age or older to access or use the Website. By accessing or using the Website, the User affirms that they are eighteen (18) years of age or older.

6. Consent to Collection and Use of Personal Information

- 6.1. SHEQ 365' Privacy Policy complies with the requirements of the Consumer Protection Act and the Electronic Communications and Transactions Act.
- 6.2. SHEQ 365's Privacy Policy can be accessed on its Website or by e-mailing info@sheq365.co
- 6.3. By interacting with the Website, including but not limited to registering as a User, placing an order for products or services, submitting a form, participating in surveys or feedback, leaving product reviews or comments, subscribing to newsletters, engaging with social media integration, participating in contests or giveaways, providing user-generated content, contacting SHEQ 365 and making enquiries, or using chat or messaging

features, the User consents to the collection and use of their personal information in accordance with SHEQ 365' Privacy Policy.

- 6.4. For more details on the types of personal information SHEQ 365 collects and how SHEQ 365 uses and protects this information, please refer to SHEQ 365' Privacy Policy.

7. Cookies

- 7.1. The Website uses cookies to enhance the User's experience. By using the Website, the User consents to SHEQ 365's use of cookies in accordance with its Cookie Policy.
- 7.2. SHEQ 365's Cookie Policy can be accessed on its Website or by e-mailing info@sheq365.co
- 7.3. The User acknowledges that by refusing cookies, certain functionalities of the Website may be limited, and the User may not be able to access or use some parts of the Website.

8. Use of User Preferences for Targeted Advertising and Consent

- 8.1. With the User's consent, SHEQ 365 may use the User's preferences and information obtained through cookies to deliver targeted advertising on the Website and other platforms.
- 8.2. By using the Website, the User consents to SHEQ 365' use of their preferences for targeted advertising purposes.
- 8.3. The User has the right to withdraw their consent for targeted advertising at any time. The User can withdraw their consent by e-mailing info@sheq365.co

9. Acceptable Use

- 9.1. The User is prohibited from using the Website in any way that may cause damage to the Website or impair its availability or accessibility.
- 9.2. The User may not use the Website to engage in any fraudulent activities, including but not limited to impersonating another person or entity.
- 9.3. The User may not attempt to gain unauthorised access to any part of the Website or any associated systems, networks, or servers.
- 9.4. The User is responsible for any content or information they submit to the Website. The User may not upload, post, or transmit any content that is illegal, offensive, defamatory, infringing on intellectual property rights, or harmful in any way.
- 9.5. SHEQ 365 reserves the right to block any IP address or User from accessing the Website for any reason, without prior notice.

10. Prohibited Activities

- 10.1. The User may not engage in any activities on the Website that are illegal, unauthorised, or not expressly permitted by these Terms.
- 10.2. The User may not attempt to harvest or collect e-mail addresses, personal information, or content of other users of the Website by any means, including but not limited to automated scripts, bots, or other unauthorised methods.
- 10.3. The User may not engage in any activity that violates the privacy rights or intellectual

property rights of other users or third parties.

10.4. The User may not use the Website to distribute spam, unsolicited e-mails, or any form of unwanted communications.

11. Security of Access Credentials

11.1. Any access credentials, including but not limited to username and password, API keys, etc., created by the User or otherwise provided to the User, will serve as identification regarding the Website. Should the confidentiality of the User's access credentials have been compromised, the User must notify SHEQ 365 immediately so that new credentials may be provided.

11.2. SHEQ 365 will not be liable for the actions of, or any transactions performed by, third parties who came into possession of the User's access credentials.

12. Intellectual Property

12.1. The Website, including all its contents, graphics, images, logos, trademarks, and software, is the property of SHEQ 365 unless otherwise stated. The Website and its content are protected by intellectual property laws and international treaties.

12.2. Any views and opinions expressed in any content posted to the Website, including but not limited to articles, blog posts, reviews, comments, or user-generated content, are those of the respective authors and do not necessarily reflect the views or opinions of SHEQ 365. SHEQ 365 will not be held responsible for any such views or opinions expressed by third parties on the Website.

12.3. The User may not use any content from the Website, including but not limited to copying, reproducing, distributing, modifying, displaying, or creating derivative works, without the prior written consent of SHEQ 365 or the respective content owners. Unauthorised use of the Website's content may violate copyright, trademark, and other applicable laws.

13. Prices, Products, and Services

13.1. All prices, products, and services displayed on the Website are subject to change without prior notice to the User.

13.2. SHEQ 365 reserves the right to modify, add, or remove products or services, and update their prices at any time, at its sole discretion.

13.3. While SHEQ 365 makes every effort to ensure the accuracy of product descriptions, images, and pricing information, errors and inaccuracies may occur. SHEQ 365 does not warrant or guarantee the accuracy, completeness, or currency of any information on the Website.

14. No Offer or Advice

14.1. The information and content provided on the Website are for general informational purposes only and do not constitute an offer, solicitation, or recommendation to the User to buy or sell any products or services.

14.2. SHEQ 365 does not in any way imply that it is providing professional or legal advice on the Website, and such should not be inferred by the User. No information provided is intended to replace or substitute professional advice tailored to the User's specific circumstances.

14.3. Users should not rely on any information on the Website as professional or legal advice.

Any action taken based on the information provided on the Website is at the User's own risk.

14.4. If the User requires professional or legal advice, it is recommended to consult with qualified professionals who can provide guidance tailored to their individual needs.

14.5. It is the User's responsibility to verify the information and, where necessary, obtain an independent third-party opinion.

15. Affiliate Links and Commissions

15.1. The Website may contain affiliate links, sponsored content, and advertisements that may earn SHEQ 365 commissions or other forms of compensation when clicked on or when a purchase is made through those links.

15.2. SHEQ 365 may participate in various affiliate marketing programs, which means that SHEQ 365 may earn commissions from qualifying purchases made through affiliate links on the Website.

15.3. Any information provided regarding products, services, or promotions on the Website is based on SHEQ 365's independent opinion and experience. However, the User acknowledges that SHEQ 365 may receive compensation for promoting certain products, services, or advertisers.

15.4. SHEQ 365 strives to provide accurate and reliable information about affiliate products and services. However, SHEQ 365 does not guarantee the accuracy, quality, or completeness of the products or services offered by third-party advertisers or affiliate partners.

15.5. SHEQ 365 is not responsible for the content, products, services, or practices of third-party websites linked to the Website or featured in affiliate links and advertisements.

15.6. The User's interactions with third-party websites, including but not limited to purchases made through affiliate links, are solely between them and the respective third party. SHEQ 365 recommends reviewing the terms and policies of any third-party website before engaging in any transactions.

16. User-Submitted Content

16.1. By submitting any content to the Website, including but not limited to comments, reviews, feedback, suggestions, tips, or other user-generated content, the User grants SHEQ 365 a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, display, perform, and create derivative works from such content, in any media, for any purpose, including but not limited to marketing and promotional activities.

16.2. The User represents and warrants that they have the necessary rights, permissions, and consents to grant SHEQ 365 the license to use the submitted content as described in these Terms.

17. Third-Party Services and Products

17.1. The Website may promote or recommend third-party products, services, or offers. Such promotions or recommendations are made in good faith, based on SHEQ 365's independent evaluation.

17.2. SHEQ 365 does not endorse or guarantee the quality, reliability, or performance of any third-party products, services, or offers. SHEQ 365 will not be responsible for any loss or damage resulting from the User's use of third-party products, services, or offers.

17.3. The User's interactions with third-party service providers or vendors, including any

purchases or transactions, are solely between them and the respective third party. SHEQ 365 recommends conducting their own research and due diligence before engaging in any transactions.

- 17.4. SHEQ 365 is not responsible for third-party advertisements displayed on the Website, including the accuracy of the content. SHEQ 365 does not control the content or practices of third-party websites linked to the Website.

18. User Hardware, Software, and Internet Connection

- 18.1. The User is responsible for acquiring and maintaining, at their own expense, the computer hardware, software, and internet connection needed to use the Website.

19. Caching

- 19.1. The Website content may be cached by authorised search engines, content delivery networks, and other entities. Caching is allowed only for the purpose of improving website performance and User experience.
- 19.2. Unauthorised caching or copying of the Website's content for commercial purposes or distribution is strictly prohibited.

20. Disclaimer of Warranties

- 20.1. SHEQ 365 makes no representations or warranties regarding the accuracy, reliability, completeness, or timeliness of the information and content provided on the Website.
- 20.2. The Website is provided on an "as-is" basis, and the User's use of the Website is at their own risk. SHEQ 365 disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 20.3. SHEQ 365 does not warrant that the Website will be error-free, secure, or uninterrupted, or that any defects or errors will be corrected.

21. Complaints and Dispute Resolution

- 21.1. The User should e-mail any complaints about the Website to info@sheq365.co. SHEQ 365 will make every effort to address the User's concerns.
- 21.2. The User can approach the Consumer Goods and Services Ombud ("Ombud") by visiting its website at <https://www.cgos.org.za/> or e-mailing info@cgos.org.za.
- 21.3. The User agrees not to report to any consumer forum or website (including social media) or in the media without giving SHEQ 365 a fair opportunity to respond.
- 21.3.1. In doing so, the User waives their right to privacy and agrees that SHEQ 365 may disclose any relevant information and any form of correspondence, including but not limited to written, photographic, audio, and video recordings on the same platform. SHEQ 365 reserves the right to issue a statement on its website and social media pages.
- 21.3.2. SHEQ 365 reserves the right to take legal action against the User for publicly stating falsehoods, and/or for slander and/or defamation.
- 21.4. SHEQ 365 reserves the right to log, record, and archive all communication and interactions with the User, including e-mails, SMSs, social media posts, telephone calls, and camera footage for administrative, training, legal, security, and support reasons.

- 21.5. The User agrees that in the event of a dispute arising from or in connection with these Terms or the Website, the parties will first attempt to resolve the dispute through arbitration conducted in English, before proceeding to Court.
- 21.6. If SHEQ 365 takes legal action against the User all fees including but not limited to legal fees on an attorney and client scale will be for the User's account.
- 21.7. SHEQ 365 may use any relevant information and any form of correspondence, including but not limited to written, photographic, audio, and video recordings as evidence during arbitration or court proceedings.
- 21.8. If the User disputes the accuracy of any records, the burden of proof rests with the User.

22. Export Restrictions

- 22.1. Using the Website in territories or countries where the Website is illegal is prohibited.
- 22.2. The User may not use the Website in violation of export laws, controls, or regulations of the Republic of South Africa.

23. Severability of Terms

- 23.1. If any provision of these Terms is found to be invalid by any competent Court, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

24. Disclaimer of Liability

- 24.1. **EXCEPT TO THE EXTENT PROHIBITED BY LAW, THE USER WILL DEFEND, INDEMNIFY, AND HOLD GREENPLUS SOLUTIONS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS HARMLESS FROM ANY CLAIMS, DAMAGES, ACTIONS, AND LIABILITIES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, OPPORTUNITY OR REVENUE, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OR RESULTING FROM OR ALLEGED TO ARISE OR RESULT FROM THE WEBSITE OR THE USER'S USE OF OR INABILITY TO USE THE WEBSITE OR ANY CAUSE WHATSOEVER. GREENPLUS SOLUTIONS' TOTAL LIABILITY TO THE USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL BE LIMITED TO R1000.**

25. Intellectual Property and Governing Law

- 25.1. The name SHEQ 365 Pty Ltd is registered with the Companies and Intellectual Property Commission. SHEQ 365 Pty Ltd, as well as the SHEQ 365 Pty Ltd logo, are trademarks in the Republic of South Africa.
- 25.2. Any failure by SHEQ 365 to enforce any of these Terms does not in any way constitute a waiver of any of SHEQ 365's rights.
- 25.3. These Terms are governed by the laws of the Republic of South Africa as applied to agreements entered into and performed within the Republic of South Africa and constitute a legal and binding agreement between the parties.
- 25.4. All prior or contemporaneous agreements are merged herein and superseded hereby. Any rights not expressly granted herein are reserved.