

ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access the Avoda platform or site and its services and upload content. The Avoda platform includes the FAIS Exchange, and any white-labelled corporate tenants hosted on it, the login facility and database collectively referred to as “**our site**”, whether as a guest or a User. Your use of our site and Services means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our Terms of Use and Terms of Services.

1. INTERACTIVE SERVICES

- 1.1. We may from time to time provide interactive services on our site and Services.
- 1.2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 1.3. We will do our best to assess any possible risks for users) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 1.4. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

2. UPLOADING CONTENT TO OUR SITE OR SOCIAL NETWORK SITES

- 2.1. Whenever you make use of a feature that allows you to upload content (including but not limited to textual, visual - or audio content and information or feedback related to the Services, or support requests) (“**User Content**”) to our site, you must comply with the content standards set out be paragraph 3 below.
- 2.2. You represent and warrant that:
 - 2.2.1. You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Us the license to the User Content as set forth above;
 - 2.2.2. neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
 - 2.2.3. any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we or any third party suffer as a result of your breach of warranty.
- 2.3. You retain all of your ownership rights in your content. However, by providing User Content to Us, you grant Us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised

(including in connection with the Services and Our business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity

- 2.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will notify you as soon as reasonable possible on receipt of such third-party claim.
- 2.5. We have the right to remove any posting you make on our site or our Service if, in our opinion, your post does not comply with the content standards set out below.
- 2.6. The views expressed by other users on our site do not represent our views or values.
- 2.7. You are solely responsible for securing and backing up your content.

3. CONTENT STANDARDS

- 3.1. These content standards apply to any and all material which you contribute to our site or any social network site we may make available (contributions), and to any interactive services associated with it.
- 3.2. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 3.3. Contributions must:
 - 3.3.1. **Be accurate** (where they state facts). Certain User Content is not reviewed and will be made available to third party service provider, such as the South African Revenue Services (SARS), or the Company and Intellectual Property Commission (CIPC) to execute the Services – it is your responsibility to ensure the information is accurate.
 - 3.3.2. **Be genuinely held** (where they state opinions).
 - 3.3.3. **Comply with applicable law in the Republic of South Africa** and in any country from which they are posted.
- 3.4. Contributions must not:
 - 3.4.1. Contain any material which is defamatory of any person.
 - 3.4.2. Contain any material which is obscene, offensive, hateful or inflammatory.
 - 3.4.3. Contain any disruptive programming or viruses;
 - 3.4.4. Promote sexually explicit material.
 - 3.4.5. Promote violence.
 - 3.4.6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - Infringe any copyright, database right or trademark of any other person.
 - 3.4.7. Be likely to deceive any person.

- 3.4.8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 3.4.9. Promote any illegal activity.
- 3.4.10. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 3.4.11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 3.4.12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- 3.4.13. Give the impression that they emanate from us, if this is not the case.
- 3.4.14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.