

## PARTNER PORTAL TERMS & CONDITIONS

### 1. Introduction

1.

1. The Website enables you to order **software licences** (“**Goods**”).
2. These Terms and Conditions are binding and enforceable against every partner that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). **By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
3. These Website Terms and Conditions (“**Terms and Conditions**”) govern the sale of software licenses, and the use of the Website.
4. This website can be accessed at **www.partners.avertitd.com** (the “**Website**”) and is owned and operated by Avert IT Distribution (Pty) Limited (“**AvertITD**”).

### 2. Important Notice

1.

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**
  1. **may create risk or liability for the user; and/or**
  2. **may compel the user to indemnify AvertITD or a third party; and/or**
  3. **serves as an acknowledgement, by the user, of a fact.**
3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**

4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask sales at AvertITD to explain it to you before you accept the Terms and Conditions or continue using the Website.
5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or AvertITD in terms of the CPA.

### **~~3. Returns (30 day policy)?~~**

~~Please refer to our Returns and warranty Policies for more information about returning products  
The Returns Policy is incorporated in the dealer application pack~~

### **4. Registration and use of the website**

1.
  1. Only registered partners may order on this Website.
  2. **To register as a partner, you must provide an email address and password and provide certain information and personal details to AvertITD.**
  3. You agree and warrant that your email address and password shall:
    1. be used for **personal/reseller** use only; and
    2. not be disclosed by you to any third party.
  4. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**

### **5. Errors**

**We shall take all reasonable efforts to accurately reflect the purchase price and charges of Goods on the Website. However, should there be any errors of whatsoever nature on the**

**Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid.**

## 6. Privacy policy

1.

1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
2. Should you decide to register as a user on the Website, we will require you to provide us with personal information which includes but is not limited to -
  1. your name and surname;
  2. your email address;
  3. your mobile number;
  4. your company name
  5. your company contact number
  6. your company physical address
  7. your company VAT number
3. Subject to clause 15.6 below, we will not, without your express consent:
  1. use your personal information for any purpose other than as set out below:
    1. in relation to the ordering;
    2. to contact you regarding current or new services offered by us (unless you have opted out from receiving marketing material from us);
    3. to inform you of new features, special offers and promotional competitions offered by us (unless you have opted out from receiving marketing material from us); and
    4. to invite you to specific training or product events run by AvertITD or the brands that we represent
  2. disclose your personal information to any third party other than as set out below:
    1. to our employees, affiliates and vendors (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of technical assistance;

2. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
  3. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
4. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, AvertITD is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
5. We will ensure that all of our employees, affiliates and vendors (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
6. We will -
  1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
  2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  3. provide you with access to your personal information to view and/or update personal details;
  4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

6. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
7. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
8. **AvertITD undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.**
9. **Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.**

This website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “**Cookies**” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. **If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 6.**

## **7. Changes to these Terms and Conditions**

1.
  1. AvertITD may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## 8. Ownership and copyright

1.

1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of AvertITD, and is licensed to AvertITD.
2. You will not acquire any right, title or interest in or to the Website or the Website Content.

## 9. Disclaimer

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1. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
2. Whilst AvertITD takes reasonable measures to ensure that the content of the Website is accurate and complete, AvertITD makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by AvertITD’s representatives, AvertITD shall not be bound thereby.
3. **AvertITD disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**

4. In addition to the disclaimers contained elsewhere in these Terms and Conditions, AvertITD also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of AvertITD, its employees, agents or authorised representatives. AvertITD thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

## 10. Availability and termination

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1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
2. **AvertITD may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that AvertITD will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
3. **AvertITD is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website, refuse to accept or process an order, and/or to cancel any order concluded between you and AvertITD, in whole or in part, on notice to you.**
4. At any time, you can choose to stop using the Website, with or without notice to AvertITD.

## **11. Governing law and jurisdiction**

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1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

**12. These terms and conditions are in addition to the Partner terms and conditions and that you signed upon registering as a partner with Avert IT Distribution.**