



ALL 10-4 Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to www.All104.co.za. These ALL 10-4 Terms of Use describe the terms and conditions applicable to your access and use of the website at www.All104.co.za (the "**Site**") and the mobile application (the "**App**"). This document is a legally binding agreement between you as the user(s) of the Site (referred to as "**you**", "**your**" or "**User**" hereinafter) and the All104.co.za entity listed in clause 2.1 below (referred to as "**we**", "**our**" or "**All104.co.za**" hereinafter).

1. Application and Acceptance of the Terms

1.1 Your use of the Site and All104.co.za's services, software, hardware and products (collectively as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the ALL 10-4 Privacy Policy and any other rules and policies of the Site that All104.co.za may publish from time to time. This document and such other rules and policies of the Site are collectively referred to below as the "**Terms**". By accessing the Site or using the Services, you agree to accept and be bound by the Terms. Please do not use the Services or the Site if you do not accept all of the Terms.

1.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with All104.co.za, or (b) you are not permitted to receive any Services under the laws of South Africa or other countries / regions including the country / region in which you are resident or from which you use the Services.

1.3 You acknowledge and agree that All104.co.za may amend any Terms at any time by posting the relevant amended and restated Terms on the Site. By continuing to use the Services or the Site, you agree that the amended Terms will apply to you.

1.4 If All104.co.za has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your uses of the Services or the Site.

1.5 You may be required to enter into a separate agreement, whether online or offline, with All104.co.za or our affiliate for any Service ("**Additional**



Agreements”). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service concerned.

1.6 The Terms may not otherwise be modified except in writing by an authorized officer of All104.co.za.

2. Provision of Services

2.1 The All104.co.za contracting entity that you are contracting with is RSM All 10-4 (Pty) Ltd, registered in South Africa, 2018/553057/07. If you registered in a jurisdiction outside South Africa, you are contracting with All104.co.za, trading as ALL 10-4 (RSM All 10-4 (Pty) Ltd. As some or part of the Services may be supported and provided by affiliates of All104.co.za, All104.co.za may delegate some of the Services to its affiliates, who you agree may invoice you for their part of the Services.

2.2 You must be registered as a member on the Site in order to access and use some Services. Further, All104.co.za reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users or subject to other conditions that All104.co.za may impose in our discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. All104.co.za may in our sole discretion limit, deny or create different level of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 All104.co.za may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the paying Users in enjoying that Service.

2.5 Some Services may be provided by All104.co.za’s affiliates on behalf of All104.co.za.

3. Users Generally

3.1 As a condition of your access to and use of the Site, App or Services, you agree that you will comply with all applicable laws and regulations when using the Site, App or Services.

3.2 You agree to use the Site, App or Services solely for your own business or



customer purposes. You agree that (a) you will not copy, reproduce, download, republish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Site (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with All104.co.za, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from All104.co.za is prohibited. Use of any content or materials on the Site for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read All104.co.za's Privacy Policy which governs the protection and use of personal information about Users in the possession of All104.co.za and our affiliates. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

3.4 All104.co.za may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web Site. You are cautioned to read such web Site' terms and conditions and/or privacy policies before using the Site. You acknowledge that All104.co.za has no control over such third parties' web Site, does not monitor such web Site, and shall not be responsible or liable to anyone for such web Site, or any content, products or services made available on such web Site.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of All104.co.za and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 You agree not to undertake any action that may undermine the integrity of All104.co.za's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

4. Member Accounts

4.1 User must be registered on the Site to access or use some Services (a registered User is also referred to as a "**Member**" below). A customer premises where the Site, App or Services are used is called a "**Location**". Each member login account is linked directly to a location. Except with All104.co.za's approval, a member



location account may not be used on multiple premises. All104.co.za may cancel or terminate a User's member account if All104.co.za has reasons to suspect that the User has concurrently registered or controlled member location accounts on two or more premises. Further, All104.co.za may reject User's application for registration for any reason.

4.2 Upon registration on the Site, All104.co.za shall assign an account and issue a unique member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. A location ID and associated pin will also be supplied for one or more premises.

4.3 A set of unique Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all activities that occur under your account. No Member may share, assign, or permit the use of your Member account, ID or password by another person outside of the Member's own business entity. Member agrees to notify All104.co.za immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS, will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to All104.co.za or other Users of the Site. Member shall indemnify All104.co.za, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, All104.co.za shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) you use the Site and Services for business

purposes only; and (c) the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Site or your use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Site or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**");

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the Product Listing Policy, other Terms or any applicable Additional Agreements
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities that may violate any applicable laws and regulations;
- g) not contain any link directly or indirectly to any other web Site that includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Site in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other users of the Site in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Site to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those that would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate All104.co.za's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by All104.co.za and/or any user of the Site or gain unauthorized access to such data, systems or networks;
- k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and
- l) not engage in any activities that would otherwise create any liability for All104.co.za or our affiliates.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from your business partners and associates to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business

referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for All104.co.za's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, All104.co.za shall not be obliged to extend the relevant service period nor shall be liable for any loss or damages arising from such delay, suspension or termination.

5.10 Member acknowledges and agrees that All104.co.za shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or material or information created, obtained or accessible through the Services or Site. All104.co.za does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

5.11 Member acknowledges and agrees that businesses and their representatives for business use and not for individual consumers or for personal use may only use the Services.

5.12 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Site and Services are in compliance with the same.

6. Breaches by Members

6.1 All104.co.za reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Site which we reasonably believe is unlawful, violates the Terms, could subject All104.co.za or our affiliates to liability, or is otherwise found inappropriate in All104.co.za's opinion.

6.2 If any Member breaches any Terms, or if All104.co.za has reasonable grounds to believe that a Member is in breach of any Terms, All104.co.za shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by All104.co.za in its discretion; (ii) restricting, downgrading, suspending or terminating the subscription

of, access to, or current or future use of any Service; (iii) removing any Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as All104.co.za may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as All104.co.za may deem necessary or appropriate in its sole discretion.

6.3 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) upon complaint or claim from any third party, All104.co.za has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where the Member has failed to deliver any items or services ordered by such third party after receipt of the purchase price, or where the items Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party,
- b) All104.co.za has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- c) All104.co.za has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- d) All104.co.za believes that the Member's actions may cause financial loss or legal liability to All104.co.za or our affiliates or any other Users.

6.4 All104.co.za reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, All104.co.za may disclose the Member's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. All104.co.za shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against All104.co.za for such disclosure.

6.5 If a Member is in breach of the Terms, All104.co.za also reserves the right to publish the records of such breach on the Site. If such breach involves or is reasonably suspected of involving dishonest or fraudulent activities, All104.co.za also reserves the right to disclose the records of such breach to our affiliates. Such



All104.co.za affiliates may impose limitation on, suspend or terminate the Member's use of all or part of the services provided by such affiliates to the Member, take other remedial actions, and publish the records about the Member's breach of the Terms on the web Site operated by or controlled by such All104.co.za affiliates.

6.6 All104.co.za may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Site without being liable to the Member if All104.co.za has received notice that the Member is in breach of any agreement or undertaking with any affiliate of All104.co.za and such breach involves or is reasonably suspected of involving dishonest or fraudulent activities. All104.co.za shall have the right to publish the records of such breach on the Site. All104.co.za shall not be required to investigate such breach or request confirmation from the Member.

6.7 Each Member agrees to indemnify All104.co.za, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your use of the Site, App or Services, or from your breach of the Terms.

6.8 Each Member further agrees that All104.co.za is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted over the Site, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member. All104.co.za reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with All104.co.za in asserting any available defences.

8. Limitation of Liability

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY ALL104.CO.ZA ON OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND ALL104.CO.ZA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL104.CO.ZA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE.

8.3 Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to All104.co.za's computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from All104.co.za or through or from the Site shall create any warranty not expressly stated herein.

8.4 The Site may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall All104.co.za and our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save All104.co.za, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Site, App or Services (including but not limited to the display of such User's information on the Site) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save All104.co.za, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to All104.co.za, including but not limited to those set forth in Section 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save All104.co.za, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to content or services displayed on the Site or App. Each User hereby further agrees that All104.co.za is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. All104.co.za reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with All104.co.za in asserting any available defences.

8.7 All104.co.za shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following.

- a) the use or the inability to use the Site, App or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Site;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Site; or;
- f) any matters relating to Services however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of All104.co.za, our employees, agents, affiliates, representatives or anyone acting on our behalf with respect to each User for all claims arising from the use of the Site, App or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to All104.co.za or our affiliates during the calendar year and (b) the maximum amount permitted in the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Site, App or Services must be filed within one (1) six months from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Term of Use.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not All104.co.za has been advised of or should have been aware of the possibility of any such losses arising.

9. Force Majeure

9.1 Under no circumstances shall All104.co.za be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.



10. Intellectual Property Rights

10.1 All104.co.za is the sole owner or lawful licensee of all the rights and interests in the Site and the Site Content. The Site and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and Site Content shall remain with All104.co.za, our affiliates or licensors of the Site Content, as the case may be. All rights not otherwise claimed under the Terms or by All104.co.za are hereby reserved.

10.2 All104.co.za may have independent third parties involved in the provision of the Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. Notices

11.1 All legal notices or demands to or upon All104.co.za shall be made in writing and sent to All104.co.za personally, by courier, certified mail, or facsimile to the following entity and address: RSM All 10-4 (Pty) Ltd , Postnet Suite 70, Private Bag X1, Edenglen, Gauteng, 1609. The notices shall be effective when All104.co.za receives them in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to All104.co.za, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when.

a) All104.co.za is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or

b) immediately upon All104.co.za posting such notice on an area of the Site that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that All104.co.za sends to you electronically satisfy the legal requirement that such communication should be in writing.

12. General Provisions

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and All104.co.za with respect to and govern your use of

the Site and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 All104.co.za and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.5 All104.co.za's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of All104.co.za's right to act with respect to subsequent or similar breaches.

12.6 All104.co.za shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of All104.co.za). You may not assign, in whole or part, the Terms to any person or entity.

12.7 If you are from outside of South Africa, the laws of South Africa without regard to its conflict of law provisions shall govern The Terms and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of South Africa. If you are from South Africa, the laws of South Africa without regard to its conflict of law provisions shall govern the Terms and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts.