

YOU WILL FIND THE USER AGREEMENT (GENERAL TERMS AND CONDITIONS OF USE) AND THE PRIVACY POLICY IN THIS DOCUMENT

ACCESSING ANY PAGES ON THIS WEBSITE IMPLIES THAT YOU (“THE USER”) AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE

A. General Terms and Conditions of Use

1. Definitions

1.1. In this user agreement, the terms below have the following meanings:

1.1.1. “**Services**” means any and all services to be rendered by Order Logistics to you, including the provision of such software, maintenance and support services as arise in terms hereof, to enable you to electronically obtain pricing information, and/or to enforce a formulary, and/or to electronically ascertain stock availability for goods ordered, and/or to place electronic orders on a Supplier which is linked to Order Logistics electronically, and with whom you have an account;

1.1.2. “**Supplier**” means any wholesaler, distributor and/or manufacturer who publishes prices and receives orders through Order Logistics;

1.1.3. “**we**”, “**us**”, “**our**” and “**Order Logistics**” means Order Logistics Proprietary Limited, a company with limited liability incorporated under the laws of South Africa, with registration number [1998/021916/07], all its affiliates and subsidiaries and any developers that Order Logistics may employ from time to time;

1.1.4. “**website**” means the internet websites with the address www.orderlogistics.co.za or any website with a URL that is validly registered to Order Logistics and “**Site**” has a corresponding meaning;

1.1.5. “**you**” and “**your**” means the user of the Site and / or your legal guardian.

2. Conditions of Access

2.1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this user agreement.

2.2. To avoid any confusion, you agree that these terms and conditions applies to your use of:

2.2.1. the website;

2.2.2. any third party website or mobile application licensed to us,

regardless of the platform, gateway, portal or mode of access you use to download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges, etc.). Order Logistics cannot be held responsible for these charges.

3. Your Acceptance and Consent

3.1. By using the Site, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.

3.2. You agree that this user agreement applies to any information accessed via the Site, and to all sections of the Site.

- 3.3. By accessing the Website, you:
- 3.3.1. agree to give (where applicable) honest, accurate and current Information and to maintain and update such information;
 - 3.3.2. acknowledge that Order Logistics is in no way obliged or bound to accept the information provided by you.

4. **Changes to this User Agreement**

- 4.1. We may change the terms and conditions of this user agreement from time to time. We recommend that you familiarise yourself with this user agreement regularly.
- 4.2. The current version of this user agreement will apply each time that you access and use the Site.

5. **Full disclosure of all relevant facts and benefit entitlement**

- 5.1. Order Logistics might need certain personal and financial information from you. It is in your best interest to keep this information current and accurate.
- 5.2. You guarantee that all information provided by you at any time to Order Logistics on or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.
- 5.3. You guarantee that you have fully disclosed all facts, and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.

6. **Electronic communication and records**

- 6.1. When you visit the Site or send e-mails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.
- 6.2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by Order Logistics.
- 6.3. Order Logistics takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 6.4. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

7. **Copyright**

- 7.1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Order Logistics, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Site is the exclusive property of Order Logistics and is protected by South African and international copyright laws.
- 7.2. Except if permitted under this or another agreement with Order Logistics no portion of the Site may be copied or transmitted via any means available now or in the future. Any

unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

- 7.3. You agree that if you breach the terms of this clause, Order Logistics will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. Order Logistics will also be allowed to claim for loss of profits and loss of business and will recover all legal costs on a scale as between attorney and own client.
- 7.4. Nothing on the Site should be regarded as granting any licence or right to use any trademark without Order Logistics's prior written permission and/or that of any relevant third party.
- 7.5. Order Logistics tries to ensure that the most sophisticated technology protects the information on the Site. However, Order Logistics cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

8. **Disclaimer**

- 8.1. The Site and all information, content, tools and materials are provided by Order Logistics on an "as is" and "and available" basis, unless we inform you in writing.
- 8.2. Order Logistics does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.
- 8.3. Order Logistics does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the Order Logistics servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. Order Logistics will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.
- 8.4. We are fully committed to providing you with the best possible Services. However, we are not responsible for:
 - 8.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Order Logistics; or
 - 8.4.2. any inaccurate, incomplete or inadequate information obtained from the Site or supplied by you.
- 8.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
 - 8.5.1. any of the events described in this paragraph or the paragraphs above;
 - 8.5.2. your actions or omissions that result in a breach this user agreement;
 - 8.5.3. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;
 - 8.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Order Logistics in disrepute; or

8.5.5. your reliance on any of the information, content, tools or materials that you obtain from the Site.

8.6. It is very important that you acknowledge and understand that the information included on the Site should not to be regarded as accounting, medical, legal, investment or tax advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any financial services or financial products.

9. **Indemnity**

9.1. While Order Logistics makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and Services on the Site or whether they are complete, accurate or appropriate.

9.2. You agree to fully indemnify Order Logistics, its directors and employees, and will not hold us responsible for any claim relating to or arising as a result of your use of the Site.

9.3. You agree to fully indemnify Order Logistics, its directors and employees from any errors or inaccuracies or incomplete information made available by third parties on the Site and agree that we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.

9.4. You agree that all information, including products and Services or any terms or conditions relating to them, on the Site may change. Order Logistics will try to notify you of the important changes within a reasonable time.

9.5. All products and Services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.

9.6. You accept that some of the information, content, tools or materials on the Site come from external, and you agree that Order Logistics is not responsible, and will not be held liable, for any information or content, received from these external sources.

9.7. In no event shall Order Logistics, its lawful agents and representatives referred to in the Website, or Suppliers be liable for any damages of whatsoever nature, whether for bodily, moral or material injury (including, without limiting, indirect, punitive, incidental and consequential damages, loss of profits, expenses, costs, damage resulting from lost data or business interruption) resulting from the use or inability to use the Website, whether based on warranty, contractual or extra contractual liability, any other legal matters, and whether or not Order Logistics, its lawful agents, employees and representatives is advised of the possibility of such damages.

10. **Phishing and spoofing**

10.1. If you receive an unsolicited e-mail that appears to be from Order Logistics and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your Order Logistics information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."

10.2. Order Logistics will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on the link. Responding to "phishing" places you and your personal information at risk. Order Logistics cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

11. Linking to third party websites

11.1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of Order Logistics and Order Logistics is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.

11.2. Order Logistics is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Order Logistics of the linked website, their business or security practices, or any association with its operators.

12. Applicable law

By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this user agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this user agreement.

13. General Provisions

13.1. The headings of the clauses in this user agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this user agreement.

13.2. If any provision of this user agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.

13.3. No failure or delay by Order Logistics to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this user agreement.

14. Term and Termination

These Terms shall commence from the date on which they are published on the Website and continue indefinitely, as amended by Order Logistics from time to time, for so long as the Website exists and is operational, Order Logistics being entitled to terminate these Terms and/or shut down the Website at any time.

15. Update of terms and conditions

These terms and conditions were last updated on [08/05/2013].

B. Privacy Policy

This privacy policy is complimentary to, and should be read and understood together with the general terms and conditions of use set out in Section A above.

1. The General Principles of our Privacy Policy

- 1.1. This privacy policy covers how we treat your personal information collected electronically when you use the Site, register or apply online for any Order Logistics products or Services, or when you contact Order Logistics electronically.
- 1.2. Order Logistics respects your privacy and your personal information and for this reason, we take care to protect your personal information and to keep it confidential.
- 1.3. When dealing with your personal information we apply the following:
 - 1.3.1. Order Logistics will only disclose, collate and process (“use”) your personal information with your express written permission unless we are legally required to do so;
 - 1.3.2. Order Logistics will not use your personal information for any other purpose, other than that which we disclosed to you, unless you give Order Logistics your express written permission to do so, or unless Order Logistics is permitted or required to do so by law.
- 1.4. By using the Site, registering or applying online for any Order Logistics products or Services, or contacting Order Logistics electronically, you provide Order Logistics with your express written permission to share your personal information in the ordinary course of Order Logistics’s business, including for purposes of providing you with the relevant products and Services. You may revoke this consent in writing at any time.

2. What do we mean by Personal Information

Personal information refers to information that identifies or relates specifically to you, for example, your name, age, physical address and identity number or any information you use to register for the website.

3. How we collect your Personal Information

Whenever you use the Site, complete an application form, contact Order Logistics electronically, or use one of the products, Services, facilities, tools or utilities offered by Order Logistics on the Site, Order Logistics will collect your personal information.

4. Why we collect and use Personal Information

- 4.1. In order to make your use of the Site and the products, Services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for Order Logistics to find out exactly what you need and want. The following are some of the reasons (i.e. disclosed reasons) why Order Logistics would collect your personal information:
 - 4.1.1. for Order Logistics to process your instructions or requests;
 - 4.1.2. for Order Logistics to ensure that we meet your needs, Order Logistics may collect and analyse your personal information and combine all the information that we have about you for research and statistical purposes. We may also use your personal information to personalise and tailor our Services to meet your needs; or

4.1.3. once Order Logistics has collected and analysed your personal information, Order Logistics may send you promotional material or details which we think may be of interest to you.

4.1.4. to conduct market research;

4.1.5. to conduct academic research. This research is conducted to evaluate and improve Order Logistics's product offerings. You are advised that information may be shared with third parties such as academics and researchers. All information collected for research purposes will be kept strictly confidential and all data will be depersonalised. No personal information will be made available to a third party without your written consent. If we publish the results of this research, you will not be identified by name.

4.2. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent. If at any stage after you have given Order Logistics your consent you no longer wish that Order Logistics use or share your personal information, you may at any stage withdraw your consent.

4.3. You accept that we may store your personal information outside of the region or country that you may submit or use it in.

5. **Protection of your Personal Information**

Order Logistics values the information that you choose to provide and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information Order Logistics has concerning Order Logistics clients is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

6. **Correction of Personal Information**

If you ever want to update or correct any of your personal information held by Order Logistics, you can e-mail us or you can phone our contact centre.

7. **Personal Information held by or disclosed by you or Order Logistics to a third party**

Because Order Logistics is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks like Facebook or Twitter), Order Logistics does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.

8. **Cookies**

Order Logistics may use cookies. We use the word "cookie" to refer to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site, Order Logistics may know who you are and that you have visited the Site before. We may also collect information about how you use the website, your preferences and past browsing history.

9. **Changes to this Privacy Policy**

9.1. Order Logistics may amend this privacy policy from time to time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy policy regularly.

9.2. The current version of this privacy policy will govern the respective rights and obligations between you and Order Logistics each time that you access and use the Site

10. **Which laws apply to this Privacy Policy**

This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy policy.