

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS ONLINE PORTAL. BY USING THIS ONLINE PORTAL, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS ONLINE PORTAL

TERMS AND CONDITIONS: USE OF ONLINE PORTAL

Scope:

- . Below find the Terms and Conditions pertaining to the access of and use of the services and functions provided on this Online Portal (hereinafter referred to as “OP”)
- . Should you (“you” and/or “user”: which shall mean any person that accesses the OP) disagree with any of the Terms and Conditions, you must refrain from accessing the OP.
- . Each time a user accesses the OP and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms and Conditions, as amended and/or replaced by TotalCad Solution Centre trading as Graphisoft SA from time to time.
- . In the event of a dispute as to the content of the Terms and Conditions at any time, a certificate signed by the administrator responsible for maintaining the OP shall be prima facie proof of the date of publication and content of the current version and all previous versions of the Terms and Conditions.

Terms and Conditions:

The content of the OP is for your general information and use only. It is subject to change without notice.

Neither TotalCad Solution Centre trading as Graphisoft SA nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this OP for any particular purpose. You acknowledge that such information and materials might contain inaccuracies or errors and TotalCad Solution Centre trading as Graphisoft SA expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by the applicable law.

Your use of any information or materials on this OP is entirely at your own risk, for which TotalCad Solution Centre trading as Graphisoft SA shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this OP meet your specific requirements.

This OP contains material which is owned by or licensed to TotalCad Solution Centre trading as Graphisoft SA. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited.

TotalCad Solution Centre trading as Graphisoft SA reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the OP and any information or content on the OP.

TotalCad Solution Centre trading as Graphisoft SA does not warrant that the OP or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. TotalCad Solution Centre trading as Graphisoft SA expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Whilst TotalCad Solution Centre trading as Graphisoft SA has taken reasonable measures to ensure the integrity of this OP and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this OP are free of viruses, Trojans, time bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

Unauthorised use of this OP may give rise to a claim for damages and/or be a criminal offence.

From time to time this OP may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that TotalCad Solution Centre trading as Graphisoft SA endorse the website(s). TotalCad Solution Centre trading as Graphisoft SA has no responsibility for the content of the linked website(s).

Furthermore, TotalCad Solution Centre trading as Graphisoft SA will not be held responsible for any damage to hardware, software or anything else from anything you might download from any site or link mentioned or linked to from the OP including but not limited to the link directory.

You agree not to access (or attempt to access) the OP by any means other than through the interface that is provided by TotalCad Solution Centre trading as Graphisoft SA.

You agree that you will not engage in any activity that interferes with or disrupts the OP.

You agree that you are solely responsible for (and that TotalCad Solution Centre trading as Graphisoft SA has no responsibility to you or to any third-party) for any breach of your obligations under the Terms and Conditions and for the consequences (including any loss or damage which TotalCad Solution Centre trading as Graphisoft SA may suffer) of any such breach.

You must be a human. Users registered by "bots" or other automated methods are not permitted.

Your user login may only be used by one person – a single user login shared by multiple people is not permitted. One person or legal entity may not utilise more than one user login.

TotalCad Solution Centre trading as Graphisoft SA reserve the right to modify or discontinue, temporarily or permanently, your access to OP, without notice, *inter alia* when your account is in arrears, your contract has expired and any other such valid reason.

Your use of this OP and any dispute arising out of such use of the website is subject to the applicable laws of South Africa.

Registering, Access to Site, Password, Username and Privacy

Prior to making use of the services available on the OP, you are required to provide TotalCad Solution trading as Graphisoft SA with specified personal information which may include without limitation, your name, designation, uploaded copy of identity document for private individuals, uploaded copy of relevant document for juristic person, email address and physical address. The user must ensure that all the details provided are true and correct. TotalCad Solution trading as Graphisoft SA shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. TotalCad Solution trading as Graphisoft SA shall take all reasonable steps to protect the personal information of users.

Once you have registered and **registration has been approved by TotalCad Solution Centre trading as Graphisoft SA**, you shall be provided with a username and password, as allocated to you by TotalCad Solution Centre trading as Graphisoft SA. Such username and password shall be used to access the various protected areas of the OP which are exclusive to certain users . **By accessing the OP, you warrant and represent to TotalCad Solution trading as Graphisoft SA that you are legally entitled to use the services and contract thereon.**

On registering as a user of the OP, you agree and warrant that your username and password shall be used for your personal use only and shall not be disclosed to any third party. **You shall accordingly assume full responsibility for all activities on the OP undertaken through use of your username and password.** In the event of any third party acquiring or having unauthorised use of your username or password, you shall notify TotalCad Solution trading as Graphisoft SA immediately. You shall thereafter refrain from making use of the OP's services until such time that a new username and password has been allocated to you by TotalCad Solution trading as Graphisoft SA.

Each time a user accesses the OP and/or uses the services, the user shall be deemed to have consented to the terms and conditions of use of the OP, as amended and/or replaced by TotalCad Solution trading as Graphisoft SA from time to time.

Prior to entering a legal agreement on the OP, the user will be furnished with a OTP by email. This will be effected by requesting the OTP on the OP. **By accessing the OTP, you warrant and represent to TotalCad Solution trading as Graphisoft SA that you are legally entitled to enter into the legal agreement concerned.**

Feedback, Comments and other Content

Certain features within the OP may allow you to post comments, send emails and other communications, and submit suggestions, ideas, comments, questions, or other information. (hereinafter referred to as "Commenting"). You agree, understand and represent that all of your Commenting: (i) is accurate, (ii) is owned or otherwise controlled by you, (iii) is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or other wise injurious to third-parties, and (iv) does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the Commenting. TotalCad Solution Centre trading as Graphisoft SA reserves the right (but not the obligation) to monitor and edit or remove any Commenting activity or content. If you do post Commenting content or submit Commenting material, you grant TotalCad Solution Centre trading as Graphisoft SA a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Commenting content throughout the world in any media, including the right to use the name that you submit in connection with such Commenting. TotalCad Solution Centre trading as Graphisoft SA takes no responsibility and assumes no liability for any Commenting content posted by you or any third-party.

Usage Restrictions

The user hereby agrees that it shall not itself, nor through a third party:

copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any portion of the OP for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

- . decompile, disassemble or reverse engineer any portion of the OP;
- . collect service listings, descriptions or other information displayed on the OP;
- . write and/or develop any derivative of the OP or any other software program based on the OP;
- . without TotalCad Solution Centre trading as Graphisoft SA's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the OP by persons other than the user;
- . remove any identification, trademark, copyright or other notices from the OP;

RISK, LIMITATION OF LIABILITY AND INDEMNITY

THE USER'S USE OF THIS OP AND THE INFORMATION CONTAINED ON THE OP IS ENTIRELY AT THE USER'S OWN RISK AND THE USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF.

TO THE EXTENT PERMISSIBLE BYLAW:

NEITHER TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA, ITS AFFILIATES, SHAREHOLDERS, AGENTS, CONSULTANTS OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING:-

WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE USE OF, OR THE INABILITY TO ACCESS OR USE THE

CONTENT OF THE OP OR ANY FUNCTIONALITY THEREOF, OR THE INFORMATION CONTAINED ON THE OP, OR OF ANY LINKED WEBSITE, EVEN IF TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA KNOWS OR SHOULD REASONABLY HAVE KNOWN OR IS EXPRESSLY ADVISED THEREOF.

THE LIABILITY OF TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA FOR FAULTY EXECUTION OF THE OP AS WELL AS ALL DAMAGES SUFFERED BY THE USER, WHETHER DIRECT OR INDIRECT, AS A RESULT OF THE MALFUNCTIONING OF THE OP SHALL BE LIMITED TO TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA RECTIFYING THE MALFUNCTION, WITHIN A REASONABLE TIME AND FREE OF CHARGE, PROVIDED THAT TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA IS NOTIFIED IMMEDIATELY OF THE DAMAGE OR FAULTY EXECUTION OF THE SITE. THIS LIABILITY SHALL FALL AWAY AND BE EXPRESSLY EXCLUDED IF THE USER ATTEMPTS TO CORRECT OR ALLOWS THIRD PARTIES TO CORRECT OR ATTEMPT TO CORRECT THE OP WITHOUT THE PRIOR WRITTEN APPROVAL OF TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA. HOWEVER IN NO EVENT SHALL TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA BE LIABLE TO THE USER FOR LOSS OF PROFITS OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE OP OR ITS USE OR THE DELIVERY, INSTALLATION, SERVICING, PERFORMANCE OR USE OF IT IN COMBINATION WITH OTHER COMPUTER SOFTWARE.

YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA AND AGREE TO HOLD TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA OR INSTITUTED AGAINST TOTALCAD SOLUTION CENTRE TRADING AS GRAPHISOFT SA AS A DIRECT OR INDIRECT RESULT OF THE ABOVE.

Confidentiality

As a TotalCad Solution Centre trading as Graphisoft SA user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the services. You shall notify TotalCad Solution Centre trading as Graphisoft SA should you discover any loss or unauthorised disclosure of the information.

Availability

TotalCad Solution Centre trading as Graphisoft SA will use its reasonable endeavours to provide the OP in an uninterrupted manner. However, TotalCad Solution Centre trading as Graphisoft SA reserves the right without notice to make any technical changes to the OP which it considers to be necessary or desirable, and will not be responsible in the event that any upgrade to the OP means that the user is not able to temporarily access the OP. In addition, it is possible that the OP may be unavailable at any time without notice (for example, due to technological disruptions). TotalCad Solution Centre trading as Graphisoft

SA will not be liable in the event that the OP is not provided in a continuous and uninterrupted manner.

Where possible, TotalCad Solution Centre trading as Graphisoft SA will seek to provide the user with advance notice of any downtime that is to occur due to certain mechanical or software failures which may render the OP unavailable for a period of time. However, the user acknowledges that they may not be able to do so.

I accept these terms and conditions.

Name:

Designation:

type "yes"