

CIPC IP E-SERVICES TERMS AND CONDITIONS

In these Terms and Conditions (referred to as "the Agreement"):

- i. "you" and "your" refers to all CIPC customers making use of the IP e-services offerings;
- ii. "we", "us" and "our" refers to CIPC; and
- iii. "Service/s" refers to the services provided by CIPC through the CIPC IP e-services.

This Agreement sets out CIPC's obligations to you, and sets out your obligations to CIPC while accessing and using the CIPC IP e-services.

Please read this Agreement carefully before accessing or using the CIPC IP e-Services. By accessing or using the IP e-Services, you agree to be bound by the Terms and Conditions of the Agreement. Violation of this Agreement will result in suspension of your CIPC user account.

A. DEFINITIONS

"authorised agent / person / representative"	means a practicing attorney holding a valid Fidelity Fund Certificate, authorised in terms of the Act to represent a customer (applicant);
"browser"	means a computer program which allows a person to read hyperlinked data messages (<i>i.e.</i> accessing the internet);
"CIPC"	means the Companies and Intellectual Property Commission;
"CIPC website"	This is the main CIPC website from which all CIPC e-Services may be accessed;
CUBA	means CIPC Utility for <i>BULK</i> Applications, used for submission of bulk new applications;
CUBA Utility	means a Windows application that can be downloaded from the CIPC website to submit XML applications.
"content"	means, include but not limited to, software and material;
"customer"	means a visitor who is – a. registered for IP e-Services via the "Customer Registration" facility on the CIPC web site; and b. transacts with CIPC via the CIPC CUBA application – submitting XML applications.
"data"	means electronic representations of information in any form;
"discontinue service"	means the withdrawal of the offering or functionality of a service in part or in total;
"ECT"	means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)
"fora"	means, including but not limited to, bulletin boards, chat rooms and other public areas found on the CIPC e-Services website;
"material"	means, including but not limited to, text, submissions, images, audio and/or video in whole or in part;
"service"	Includes, but is not limited to, the searching of information or lodgement of an application for which a fee is payable;
"software"	means, including but not limited to, any images or files incorporated in or generated by the software or data accompanying such software;

“submissions”	means, including but not limited to, notes, images, creative materials, ideas, suggestions, concepts, communication including any data, questions, comments and other information submitted to CIPC via the CIPC website, web interface, transmission by electronic mail or otherwise;
“visitor”	means a person who uses and/or accesses computer software and/or material via the CIPC website.

B. SERVICE CONDITIONS, ACCESSIBILITY AND DELIVERY

- (1) The CIPC IP e-Services are available anywhere in the world with the following provisos:
 - a. The CIPC website is accessible; and
 - b. The method of delivery is on-line or to an e-mail address.
- (2) CIPC strives to make the CIPC IP e-Services available and accessible 7 days a week and 24 hours per day, but there are interdependencies and events outside of CIPC’s control that may impact website availability.
- (3) Searches and lodgements requiring no intervention from CIPC officials can be searched or lodged at any time when the CIPC website is available.
- (4) Lodgements or requests that requires intervention by CIPC Officials may also be lodged/submitted at any time that the CIPC website is available, but internal processing will only be performed during normal CIPC office hours, being Monday to Friday 07:30 to 16:00 (excluding public holidays, the period between Christmas and New Year and other periods of office closure as may be announced from time to time).
- (5) CIPC reserves the right to, at its sole discretion without prior notice to a visitor or customer:
 - a. Introduce new services;
 - b. Discontinue existing services
 - c. Restrict services rendered over the internet to selected customers or selected groups of customers; and
 - d. Refrain from making certain services available on the internet.
- (6) When requesting services, CIPC reserves the right to refuse the customer access to a specific service if the customer does not have a mandate properly registered at CIPC to perform the action.
- (7) CIPC reserves the right to amend its definition of a properly registered mandate and to apply different criteria in deriving, determining or establishing the mandate depending on the type of service requested.

C. HYPERLINKS, FRAMING, SPIDERS AND CRAWLERS

No person, business or web site may:

- a. Link to any page on this site without the prior written permission of CIPC;
- b. Frame this site or any of the pages on this site in any way whatsoever; or
- c. Use any technology to search and gain any information from this site without the prior written permission of CIPC.

D. TRADE MARK, COPYRIGHT AND RESTRICTIONS ON USE

- (1) The CIPC IP e-Services consists of contents which are derived entirely or in part from content supplied by CIPC and other sources.
- (2) The content referred to in subparagraph (1) is protected under applicable South African Copyright and Trade Mark Laws, and other applicable legislation and international conventions.
- (3) Any person, with the inclusion of but not the limitation of a visitor or customer, may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disenable, display, or distribute or in any way exploit any of the contents that being software and/or material.
- (4) A visitor or customer may only download one copy of the content on any single computer for such visitor's or customer's personal, non-commercial, home use only, provided that all propriety notices and restrictions attached onto the content are kept intact, unless expressly permitted by the site, or unless prior written consent from CIPC has been obtained.
- (5) Requests for permission regarding any issue relating to the contents which fall into the ambit of the limitations stated above, can be made by contacting CIPC in writing at :
LEGAL AND REGULATORY SERVICES
PO BOX X429
PRETORIA
0001
- (6) A visitor or customer is strictly prohibited from creating works, and/or software materials derived from or which are based on the contents found on this site.
- (7) The prohibition referred to in subparagraph (6) applies regardless of whether the content is sold, negotiated or given away and/or further alienated in any manner whatsoever.

E. ACCESSING LINK WEBSITES

- (1) CIPC CUBA contains links to other related websites.
- (2) No inference can be made or representation implied that CIPC is connected with, operates or controls these linked websites.
- (3) Whether or not these linked sites are in fact affiliated with CIPC, CIPC is not responsible for the content on the aforesaid sites.
- (4) The linked sites are for a visitor's or customer's convenience only and such visitor's or customer's access thereto is at their own risk
- (5) When visiting linked sites, a visitor or customer must refer to that linked site's individual terms of use, and cannot rely on the terms of this Agreement.

F. SUBMISSIONS / BULLETIN BOARDS

- (1) The various fora-content found on the CIPC website shall be deemed to remain the exclusive property of CIPC.

- (2) CIPC has the right, but no obligation, to monitor, review, amend and remove submissions submitted by visitors or customers in the fora.
- (3) CIPC shall not be responsible or held liable for any content of these fore.
- (4) CIPC further reserves the right to delete, move or edit submissions that CIPC, in its exclusive discretion, deems abusive, defamatory, obscene or in violation of any laws or otherwise as being objectionable.

G. RULES OF CONDUCT FOR THE VISITOR AND CUSTOMER

- (1) A person, with the inclusion of but not the limitation of a visitor or customer, agrees that he/she will not transmit submissions to the CIPC IP e-Services that:
 - a. use any of the fora for illegal purposes;
 - b. are for purpose of spamming;
 - c. restrict or inhibit any other visitor or customer from using and enjoying the fora;
 - d. are unlawful, threatening, abusive, defamatory, obscene, vulgar, profane pornographic and/or allow for indecent information that constitutes a criminal offence and/or gives rise to a civil liability claim or otherwise violates any local, national or international law;
 - e. violate any intellectual property rights of any other person in any manner;
 - f. contain viruses or other harmful content; or
 - g. are intended for commercial purposes, contain marketing or promotional materials or are intended to solicit donations.
- (2) A visitor or customer agrees that all final e-filed and approved submissions to CIPC become the exclusive intellectual property of CIPC.
- (3) A visitor or customer agrees that he/she shall be solely liable for any damage or claim resulting from any infringement of any intellectual property or other proprietary rights or any other damages resulting from any submission to CIPC.
- (4) A visitor or customer further indemnifies and holds CIPC harmless against all claims for any damages whatsoever arising from the use of the CIPC IP e-Services and/or fora.

H. DAMAGES, WARRANTY, INDEMNITY

- (1) A visitor or customer expressly agrees that the use of the CIPC website is at his/her sole risk.
- (2) CIPC does not guarantee or warrant;
 - a. that the CIPC website will be uninterrupted;
 - b. that the CIPC website will be fault-free or that any defects or errors will be corrected;
 - c. that results obtained from the use or application or information gained from the CIPC website in so far as accuracy and content of any such information is concerned;
 - d. that the servers making the content available are free from viruses and other harmful content; or
 - e. any merchandise provided through the CIPC website.
- (3) The CIPC website is provided "AS IS" and on an "IF AVAILABLE" basis, without any representation or endorsement made, and without warranty of any kind, whether express or

implied, including but not limited to warranties of satisfactory quality, non- infringement, title, security and compatibility.

- (4) A visitor or customer acknowledges and confirms CIPC's indemnity to, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages arising from the use of or inability to use the CIPC website.
- (5) A visitor or customer acknowledges that all the provisions as contained in section 8 of the Terms and Conditions shall apply to all the contents of the CIPC website.
- (6) The disclaimer of liability applies to damages or injury, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages, or any damages whatsoever arising from use or loss of data or profits, whether in breach of contract, delictual action, negligence, or under any other cause of action.
- (7) If any of the Terms and Conditions of this Agreement should be deemed to be unlawful, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective than to the extent only and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from this Agreement and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.
- (8) The information available on the CIPC website is not intended to be comprehensive and accordingly it should not be regarded as being a complete source of information on relevant South African Intellectual Property legislation, and users are advised to seek independent professional and/or legal advice before acting on anything contained herein.

I. CONDITIONS OF USE AND ACCESS

- (1) In order to make use of CIPC IP e-Services, whether fee-carrying or not, a person must register as a customer using the "registration" facility on the CIPC website. The registration process is prompted to the users and upon validation of personal information, supplied with registration details (username and password).
- (2) A customer must ensure that all the details provided by him/her for his/her registration are true and correct at all times, as CIPC shall not be liable for any expenses, costs or damages incurred as a result of incorrect details. CIPC holds no obligation to ensure any information provided is correct or up to date.
- (3) A customer is responsible for securing his/her user login and password and such user login and password may not be disclosed to unauthorised persons, as such customer will be held responsible for all transactions performed with his/her login and password. CIPC shall not refund any deductions.
- (4) A customer must immediately notify CIPC in writing of any unauthorised use of his/her password or of any other breach of security. CIPC shall however not be held liable for any cause resulting from such breach.
- (5) When a person registers as a customer, he/she consents to receiving communications from CIPC electronically and effectively "opts in" to all such communications.

J. AGREEMENT TO AND TERMINATION OF AGREEMENT

- (1) The use of or access to these sites constitutes a visitor's or customer's acceptance of the Agreement and the Terms and Conditions herein, which are binding on such visitor or customer and take effect on a date which such visitor or customer first makes use of, or access to the CIPC IP e-Services via the CIPC website.
- (2) If a visitor or customer does not accept all the Terms and Conditions in full, such visitor or customer must exit the site immediately. The Agreement may however still be binding insofar as it may be relevant.
- (3) CIPC has the exclusive discretion to terminate the Agreement at any time.
- (4) After a visitor or customer has exited the site as aforesaid, such visitor or customer must destroy all content, whether materials or software, obtained from the site and all copies thereof.
- (5) In the event of a visitor or customer failing to exit the site as aforesaid, CIPC has the right to claim any indirect, direct, incidental, special or punitive damages caused to CIPC from such visitor's or customer's unauthorised access and/or use of the CIPC IP e-Services via the CIPC website.
- (6) A visitor or customer indemnifies CIPC against any claims for damages of whatsoever nature caused to another party by such visitor's or customer's unauthorised use and/or access of the sites.

K. GENERAL

- (1) This Agreement, Terms and Conditions and operating rules for the CIPC IP e-Services via the CIPC website, constitute the entire Agreement between the parties with respect to the subject matter hereof.
- (2) It remains the visitor's and/or customer's obligation to ensure they are aware of and understand all relevant content and parts to the Agreement.
- (3) The Agreement and the Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.
- (4) Any dispute arising here from shall be exclusively within the rights of CIPC, subject to the jurisdiction of the Courts and/or Tribunals of the Republic of South Africa.
- (5) The paragraph headings used herein are for convenience only and shall be of no legal consequence.
- (6) CIPC may at any time revise these Terms and Conditions by updating the postings.
- (7) A visitor or customer is immediately and automatically bound by such revisions and should therefore periodically visit this Agreement to review the then current Terms and Conditions to which he/she is bound.

- (8) CIPC shall have the exclusive right to, at any time, change or discontinue any aspect or feature of the CIPC IP e-Services accessible via the CIPC website.
 - (9) CIPC has the exclusive right to invalidate and/or nullify any action, transaction, submission or likewise submitted to CIPC by any person not being an authorised agent / person / representative, and shall do so without any consequence to CIPC.
 - (10) All and any further rights of CIPC remains reserved.
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