

## **SCHEDULE 01.3**

### **RAM'S WEBSITE & IT PLATFORM USE**

IN RELATION TO

**RAM GROUP OF COMPANIES  
("RAM")**



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## I. SECTION 1 – INFORMATION & PARTIES SCHEDULE

### 1 SALIENT DETAILS

1.1 RAM DETAILS		
1.1.1	SECTION	RAM'S IT PLATFORM
1.1.2	TITLE	RAM'S WEBSITE & IT PLATFORM USE SCHEDULE
1.1.3	DOCUMENT #	SCHEDULE 01.3
1.1.4	REVISION DATE	1 JULY 2021
1.1.5	APPLICABLE AREAS OF BUSINESS	RAM GROUP OF COMPANIES
1.1.6	APPLICABLE POLICIES & STANDARDS	RAM'S STANDARD TERMS & CONDITIONS RAM'S INTERPRETATION SCHEDULE

### 2 INFORMATION OFFICER

2.1 RAM INFORMATION OFFICER DETAILS		
2.1.1	NAME	STEVEN FRIEDMAN
2.1.2	DEPARTMENT	INFORMATION TECHNOLOGY
2.1.3	DESIGNATION	CHIEF INFORMATION OFFICER
2.1.4	PHYSICAL ADDRESS	27 WRENCH ROAD, ISANDO, 1609, SOUTH AFRICA
2.1.5	EMAIL CONTACT DETAILS	<a href="mailto:STEVEN.FRIEDMAN@RAM.CO.ZA">STEVEN.FRIEDMAN@RAM.CO.ZA</a>



## II. SECTION 2 – TERMS & CONDITIONS

### 1 INTERPRETATION & DEFINITIONS

#### 1.1 INTRODUCTION

In RAM's WEBSITE & IT PLATFORM USE SCHEDULE ("IT USE SCHEDULE")-

- 1.1.1 the headings of the clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this IT USE SCHEDULE nor any clause hereof;
- 1.1.2 unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.

#### 1.2 INTERPRETATION

The provisions of RAM's INTERPRETATION SCHEDULE relating to interpretation shall apply and the expressions defined in RAM's INTERPRETATION SCHEDULE and ASSOCIATED AGREEMENTS OR DOCUMENTS referred to in 1.1.6 shall bear the meanings assigned to them therein.

#### 1.3 DEFINITIONS

- 1.3.1 This IT USE SCHEDULE contains a number of words and phrases which have specific meanings and most of which are capitalised.
- 1.3.2 The Glossary, below, contains these words and phrases.

1.3.3	<b>CONSENT</b>	means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of PERSONAL INFORMATION
1.3.4	<b>DIRECT MARKETING</b>	to approach a Data Subject, either in person or by mail or electronic communication, for the direct or indirect purpose of - (a) promoting or offering to supply, in the ordinary course of business, any goods or services to the Data Subject; or (b) requesting the Data Subject to make a donation of any kind for any reason
1.3.5	<b>SECURITY MEASURES</b>	reasonable Technical Security Measures to prevent - (a) loss of, damage to or unauthorised destruction of PERSONAL INFORMATION; and (b) unlawful access to or Processing of PERSONAL INFORMATION
1.3.6	<b>USER</b>	CLIENTS(s), YOU and/or Shipper(s) authorised to use RAM's IT PLATFORM and to exchange communications and, where applicable, includes such person's duly authorised representative(s)
1.3.7	<b>USER ID&amp;PIN</b>	a USER's personal RAM identification number and internet pin number which must be used to access RAM's IT PLATFORM

### 2 PURPOSE

- 2.1 RAM's IT PLATFORM to which this this IT USE SCHEDULE applies and for which RAM is responsible, includes RAM's WEBSITE, RAM's Portal, RAM Hardware and RAM Software.
- 2.2 RAM's IT PLATFORM is owned and operated by the RAM GROUP ("RAM", "we", "us" and "our").
- 2.3 This IT USE SCHEDULE is binding and enforceable against every person that accesses or uses RAM's IT PLATFORM, ("YOU", "YOUR", "CLIENT" or "USER"), including each USER who registers as contemplated in 3 (REGISTERED USERS).
- 2.4 RAM is not liable for the content of RAM's IT PLATFORM.
- 2.5 YOU must pay particular attention to 10.1 (LIMITATION OF LIABILITY), 10.2 (CONTENT DISCLAIMER) and 10.3 (GENERAL DISCLAIMER) sections below.
- 2.6 YOU must read this this IT USE SCHEDULE carefully.
- 2.7 RAM's IT PLATFORM is currently intended for USER's who access RAM's IT PLATFORM within the borders of South Africa. Accordingly, RAM cannot guarantee that RAM's IT PLATFORM or the information on RAM's IT PLATFORM complies with or is appropriate for use in other countries.
- 2.8 By using RAM's IT PLATFORM in any way, YOU signify the USER's agreement with this IT USE SCHEDULE and to be bound by them, as well as the APPLICABLE STANDARDS in so far as they apply to the USER.
- 2.9 If YOU have any questions about RAM's IT PLATFORM or YOU do not wish to accept the terms of this IT USE SCHEDULE please contact RAM by contacting the RAM's Information Officer referred to in 2 above.
- 2.10 Using or accessing RAM's IT PLATFORM indicates the USER's acceptance of this IT USE SCHEDULE If YOU do not accept this IT USE SCHEDULE please do not continue to use RAM's IT PLATFORM.



### 3 REGISTERED USERS

- 3.1 Only REGISTERED USERS may request SERVICES on RAM'S IT PLATFORM.
- 3.2 To register as a USER, YOU must provide a unique username and password and provide certain information and personal details to RAM. YOU will need to use your unique username and password to access RAM'S IT PLATFORM in order to request SERVICES.
- 3.3 You agree, warrant and undertake that -
- 3.3.1 your username and password shall be used for personal use only and shall not be disclosed by YOU to any third party;
- 3.3.2 for security purposes YOU will enter the correct username and password whenever requesting SERVICES, failing which YOU will be denied access;
- 3.3.3 once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, YOU will be liable for payment of such order, save where the order is cancelled by YOU in accordance with this IT USE SCHEDULE;
- 3.3.4 YOU will notify RAM immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm;
- 3.3.5 by using RAM'S IT PLATFORM, 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 RAM'S IT PLATFORM 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 this IT USE SCHEDULE and to be liable and responsible for YOU and all Your obligations under this IT USE SCHEDULE;
- 3.3.6 YOU will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of RAM'S IT PLATFORM;
- 3.3.7 YOU will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify RAM'S IT PLATFORM or the information contained herein, without the prior written consent from an authorised RAM representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet Users to RAM'S IT PLATFORM);
- 3.3.8 YOU may not use RAM'S IT PLATFORM to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful;
- 3.3.9 YOU will not and may not in any way display, publish, copy, print, post or otherwise use RAM'S IT PLATFORM and/or the information contained therein without the express prior written consent of an authorised RAM representative.

### 4 ACCOUNTS WITH RAM

#### 4.1 ONLINE SERVICE REQUESTS

- 4.1.1 The use of RAM'S WEBSITE is to facilitate ease of transaction and for ONLINE SERVICES REQUESTS.
- 4.1.2 RAM'S WEBSITE is limited to specific ONLINE SERVICES REQUESTS and generally for use by SME and Retail Users.
- 4.1.3 YOU may need a separate RAM Account in order to use some of RAM'S other SERVICES which are generally provided to CREDIT APPROVED CLIENTS.

#### 4.2 CREDIT APPROVED CLIENT ACCOUNTS

- 4.2.1 CREDIT APPROVED CLIENTS are clients who have completed a separate APPLICATION TO ENTER COURIER SERVICES AGREEMENT, which Application together with the relevant Agreement has been successfully approved and signed by such Client and RAM in writing. In order to apply to RAM to become a CREDIT APPROVED CLIENT, please contact RAM Sales and RAM will get back to you.
- 4.2.2 Upon becoming a CREDIT APPROVED CLIENT, YOU may create your own RAM Account, or your RAM Account may be assigned to you by an administrator. If YOU are using a RAM Account assigned to YOU by an administrator, different or additional terms may apply, and your administrator may be able to access or disable your account.
- 4.2.3 To protect your RAM Account, keep your password confidential. YOU are responsible for the activity that happens on or through your RAM Account. Try not to reuse your RAM Account password on third-party applications. If you learn of any unauthorised use of your password or RAM Account, please contact RAM to recover, change or reset your password.

#### 4.3 NO OFFER

- 4.3.1 Save for the use of RAM'S IT PLATFORM by CREDIT APPROVED CLIENTS, nothing on RAM'S IT PLATFORM is intended to be, nor should be construed as an offer to enter into a contractual relationship between RAM and USER or anyone else, except for this IT USE SCHEDULE which governs the relationship between RAM and USER in relation to USER'S use of RAM'S IT PLATFORM.
- 4.3.2 No information or content contained on RAM'S IT PLATFORM should be taken as an offer or a recommendation by RAM.
- 4.3.3 RAM reserves the right to reject, at RAM'S absolute discretion, any APPLICATION submitted for SERVICES contained on RAM'S IT PLATFORM.



4.3.4 If USER concludes a contract with a third party who is named or referred to on RAM's IT PLATFORM, it is USER's responsibility to ensure that USER is comfortable with the T's&C's of that contract and to take financial or legal advice if necessary.

## 5 PROTECTION OF PERSONAL INFORMATION

5.1 It is of utmost importance to RAM that USER's visiting RAM's IT PLATFORM are put at ease that the PERSONAL INFORMATION and privacy of USER is of great importance to RAM.

5.2 At RAM, we take data privacy seriously and we always make sure to be compliant with the relevant legislation including the [PROTECTION OF PERSONAL INFORMATION ACT](#) ("POPIA").

5.3 With POPIA having come into force in South Africa, we would like to bring to your attention to RAM's DATA PROCESSING & PRIVACY SCHEDULE.

5.4 This document gives You details about how RAM uses and stores your data as well as the PERSONAL INFORMATION of your CUSTOMERS.

5.5 Please keep in mind that POPIA considers both natural person data, but also company data as being PERSONAL INFORMATION.

5.6 RAM, as an OPERATOR, undertakes to ensure that all information collected from and recorded from the USER is collected, processed and stored in compliance with this this IT USE SCHEDULE read with RAM's DATA PROCESSING & PRIVACY SCHEDULE.

## 6 COOKIES

6.1 RAM uses cookies on RAM's IT PLATFORM. Cookies are files that store information on USER's hard drive or browser allowing RAM's IT PLATFORM to recognise that USER has visited RAM's IT PLATFORM before.

6.2 Cookies contain the addresses of RAM's IT PLATFORM and codes that USER's browser sends back to RAM's IT PLATFORM each time USER visits RAM's IT PLATFORM.

6.3 Cookies don't usually contain PERSONAL INFORMATION or anything dangerous. They're usually innocuous and useful.

6.4 RAM will not use Cookies to collect personally identifiable information about USER.

6.5 However, if USER wishes to restrict or block the Cookies which are set by RAM's IT PLATFORM, or indeed any other IT Platform, USER can do this through USER's browser settings. The Help function within USER's browser should tell USER how.

6.6 Please be aware that restricting Cookies may impact on the functionality of RAM's IT PLATFORM.

6.7 If USER wishes to view USER's Cookie code, just click on a cookie to open it. USER will see a short string of text and numbers. The numbers are USER's identification card, which can only be seen by the server that gave USER the cookie.

## 7 TRANSMISSION OF INFORMATION & SECURITY

7.1 All reasonable steps will be taken by RAM to ensure the integrity, security and confidentiality of PERSONAL INFORMATION.

7.2 RAM ensures the integrity and confidentiality of PERSONAL INFORMATION with appropriate, reasonable SECURITY MEASURES to prevent loss of damage or unauthorised destruction of PERSONAL INFORMATION and unlawful access to or processing of PERSONAL INFORMATION.

7.3 **PLEASE NOTE THAT RAM CANNOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED VIA THE INTERNET TO OR FROM RAM'S IT PLATFORM AND AS SUCH, USER AGREES THAT TRANSMISSION OF SUCH INFORMATION IS AT USER'S OWN RISK.**

7.4 All communication sent to and from RAM's IT PLATFORM is done via a secure SSL encrypted connection between USER's browser and RAM's IT PLATFORM. However, RAM cannot guarantee security beyond USER's browser being used, as this is beyond RAM's control.

7.5 Browser security can be compromised by 3<sup>rd</sup> party browser plugins and by not installing the latest computer and browser security patches. Making use of an up-to-date anti-virus and enabling all the security features in it can assist in increasing USER's security.

7.6 RAM takes reasonable steps to preserve the security of cookie and PERSONAL INFORMATION in accordance with this IT USE SCHEDULE read with RAM's DATA PROCESSING & PRIVACY SCHEDULE.

7.7 If USER's browser is suitably configured, it will advise USER whether the information RAM is sending will be secure (encrypted) or not secure (not encrypted).

7.8 RAM regularly reviews developments in security and encryption technologies. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure.

7.9 Accordingly, although RAM strives to protect such information, RAM cannot ensure or warrant the security of any information USER transmits to RAM and USER does so at its own risk.

7.10 Once RAM receives your transmission, RAM takes reasonable steps to preserve the security of the information in RAM's own systems.

7.11 USER's attention is drawn to the fact that information transmitted via the Internet is susceptible to monitoring and interception.

7.12 USER will bear all risk of transmitting information in this manner.

7.13 RAM will not be liable for any loss, harm or damage suffered by USER's as a result of transmitting information to RAM.



- 7.14 RAM reserves the right to request independent verification of any information transmitted via e-Communication.
- 7.15 Please be aware that any unsolicited confidential or proprietary information sent to RAM via the Internet cannot be guaranteed to remain confidential.
- 7.16 If USER needs to send such information to RAM and USER is concerned about the security of this information, USER is to contact RAM and RAM will advise USER of the most appropriate method of transmission.

## 8 USER'S CONDUCT ON RAM'S IT PLATFORM

- 8.1 USER agrees to be fully responsible for USER's own conduct and content while using RAM'S IT PLATFORM and for any consequences thereof.
- 8.2 USER agrees to comply with all Laws which govern USER's Service use, as well as to adhere to USER'S CONDUCT ON RAM'S IT PLATFORM provisions set out in [ITS 01.1- IT PLATFORM USE & PRIVACY STANDARD.](#)

## 9 INTELLECTUAL PROPERTY

- 9.1 Copyright in all materials made available on RAM'S IT PLATFORM is owned by RAM and protected by both national and international intellectual property Laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright.
- 9.2 The trademarks, logos and service marks displayed on the service are registered and unregistered trademarks of RAM.
- 9.3 Nothing contained on RAM'S IT PLATFORM should be construed as granting any licence or right to use any trademark, logos, service marks or RAM'S INTELLECTUAL PROPERTY without the written permission of RAM.
- 9.4 Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on RAM'S IT PLATFORM, as well as other content such as articles, stories and other text.
- 9.5 RAM'S IT PLATFORM and information, including the Service Costs shall not be disclosed to any third party other than yourself and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than in connection with the use of RAM'S IT PLATFORM.
- 9.6 USER may not copy, redistribute, republish or otherwise make the materials on RAM'S IT PLATFORM available to anyone else without RAM's written consent.
- 9.7 USER may print or download materials from RAM'S IT PLATFORM for USER's personal or commercial use provided that –
- 9.7.1 no materials are modified in any way;
- 9.7.2 no graphics are used separately from accompanying text;
- 9.7.3 RAM's copyright and trade mark notices appear in all copies and USER acknowledges RAM'S IT PLATFORM as the source of the material; and
- 9.7.4 if USER has RAM's permission to provide these materials to another person, USER must ensure that the other individual(s) is and/or are made aware of these restrictions.
- 9.8 All Intellectual Property Rights which are and/or may be in the possession of and/or owned and/or used by RAM from time to time and all Intellectual Property Rights evidenced by or embodied in attached/related/connected –
- 9.8.1 to RAM'S IT PLATFORM and Derivative Works thereof; and
- 9.8.2 in any Intellectual Property created, generated, suggested, made, conceived, developed or reduced to practice, by either RAM or USER in the course of performing the activities under this IT USE SCHEDULE and relating to RAM'S IT PLATFORM, shall be owned by or licensed to RAM.
- 9.9 Any content or material downloaded or uploaded or otherwise obtained through RAM'S IT PLATFORM is done at USER's own discretion and risk.
- 9.10 USER will be solely responsible for any damage to USER's computer system/network or any loss of data that may result from the download or upload of any such content or material or the use of RAM'S IT PLATFORM.

## 10 LIABILITY

### 10.1 LIMITATION OF LIABILITY

- 10.1.1 User's use of and reliance on RAM'S IT Platform is entirely at the User's own risk. RAM'S IT Platform is provided "As Is" and "As Available".
- 10.1.2 The information contained on RAM'S IT PLATFORM is given for general information and interest purposes only. Whilst RAM tries and ensures the information contained on RAM'S IT PLATFORM AND RAM'S WEBSITE is accurate and up to date, RAM cannot be responsible for any inaccuracies in the information. As a result, USER should not rely on this information, and RAM recommends that USER take further advice or seek further guidance before taking any action based on the information contained on RAM'S IT PLATFORM. RAM's liability to USER as explained below remains unaffected by this.
- 10.1.3 Use of RAM'S IT PLATFORM is at USER's sole risk. RAM shall not be liable for or in respect of any-
- 10.1.3.1 loss, damage or damages however arising and whatever the cause, in particular pursuant to and in furtherance of the terms contained herein, USER's access to RAM'S IT PLATFORM or from USER's inability to access RAM'S IT PLATFORM;



- 10.1.3.2 acts or omissions resulting from USER's decision or opinion formed on the basis of USER's use of RAM's IT PLATFORM;
- 10.1.3.3 loss or damage whatsoever and howsoever arising as a result of USER's use of or reliance on the information contained on RAM's IT PLATFORM to the maximum extent permitted by law;
- 10.1.3.4 physical loss or damage to USER's computer as a result of USER's use of RAM's IT PLATFORM, including any damage arising as a result of a virus.
- 10.1.4 USER has the sole responsibility for adequate protection and back up of data and protecting USER's computer.
- 10.1.5 RAM does not guarantee that RAM's IT Platform will be -
- 10.1.5.1 compatible with all and/or any hardware and software which USER may use;
- 10.1.5.2 available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information.
- 10.1.6 In order to protect USER, RAM reserves the right, at any time, to alter, replace or discontinue the service in whole or in part, without notice to USER, in which event RAM shall incur no liability whatsoever.
- 10.1.7 These terms and conditions herein, do not exclude RAM's liability (if any) to USER for –
- 10.1.7.1 personal injury or death resulting from RAM's Gross Negligence;
- 10.1.7.2 any matter which it would be illegal for RAM to exclude or to attempt to exclude RAM's liability.
- 10.1.8 RAM's liability to USER's shall not in any circumstances include any business losses that USER may incur, including but not limited to indirect loss, consequential loss, lost data, lost profits or business interruption.
- 10.1.9 USER agrees to indemnify and hold harmless RAM, and RAM's Personnel, from and against any third-party claim arising from or in any way related to USER's use of RAM's IT PLATFORM or any other actions connected with use of any content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, RAM will provide USER with written notice of such claim, suit or action.
- 10.2 **CONTENT DISCLAIMER**
- 10.2.1 RAM's IT PLATFORM is intended to provide general information regarding RAM, RAM's SERVICES and other information which may be of interest to USER. It is not intended to provide exhaustive treatment of any subject dealt with.
- 10.2.2 The information on RAM's IT PLATFORM including all research, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or SERVICES.
- 10.2.3 RAM's IT PLATFORM may include technical, typographical or other inaccuracies and USER is urged to contact RAM to confirm all information contained on RAM's IT PLATFORM before placing any reliance on it.
- 10.2.4 Changes are periodically made to the information on RAM's IT Platform and these changes will be incorporated in new editions of RAM's IT Platform.
- 10.2.5 RAM reserves the right to alter or amend any criteria or information set out in RAM's IT PLATFORM without notice.
- 10.3 **GENERAL DISCLAIMER**
- 10.3.1 Information and materials on RAM's IT PLATFORM are appropriate for use in South Africa only.
- 10.3.2 USER's who access from any other country do so on their own initiative.
- 10.3.3 RAM does not offer its SERVICES to anyone living and/or carrying on business outside South Africa.
- 10.3.4 Should a USER attempt to utilize RAM's IT PLATFORM and the USER does not live and/or carry on business in South Africa, USER does so at USER's own risk.
- 10.3.5 RAM shall not be liable to USER for any loss, harm or damage suffered by USER as a result of USER attempting to utilize RAM's SERVICES whilst USER does not live and/or carry on business within South Africa.
- 10.4 **VIRUSES**
- 10.4.1 RAM has taken all reasonable precautions to ensure that viruses are removed from RAM's IT PLATFORM, but at the same time, RAM cannot ensure that no viruses are contained on RAM's IT PLATFORM.
- 10.4.2 RAM assumes no liability in this regard and USER is requested to take all necessary precautions to safeguard USER's computer before downloading any information from RAM's IT PLATFORM.
- 11 **THIRD PARTY WEBSITES**
- 11.1 **LINKS TO OTHER WEBSITES & SERVICES**
- 11.1.1 RAM's IT PLATFORM may contain links to other Websites, which are not under RAM's control. These links are provided in order to enhance the interest of other featured content and are not intended to signify that RAM endorses or otherwise has any responsibility for the content of the linked IT Platform.
- 11.1.2 Should User be directed to or make use of any external link on RAM's IT Platform to another IT Platform, such IT Platform is not subject to this IT Use Schedule. RAM cannot be responsible for the protection and privacy of any information which User provides.





- 11.1.3 USER should exercise caution and look at the privacy statement applicable to the IT Platform in question. The links to other sites are for USER's convenience and RAM does not accept any responsibility or liability for enabling USER to link to any other Website, for the contents of any other Website, for the security of any other Website, or for any consequence of USER acting upon the contents of such Website.
- 11.1.4 No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on RAM'S IT PLATFORM.
- 11.2 **USING THIRD PARTY SERVICES & VISITING THIRD PARTY WEBSITES**
- 11.2.1 RAM employs other companies and/or individuals to perform functions on its behalf. Examples include receiving payments, processing credit card payment, payment gateways, use of sub-contractors, including, armoured car/truck services, armed guard services, linehaul services, international couriers and/or commercial airlines/carriers.
- 11.2.2 These third parties have access to Personal Information required to perform their functions but may not use it for any other purposes that have not been clearly defined by RAM.
- 11.2.3 By using RAM'S IT PLATFORM, YOU consent to RAM providing Personal Information to these third-party companies and/or individuals, in order to enable YOU to use of RAM'S IT PLATFORM and for RAM to provide the SERVICES.
- 11.2.4 When YOU interact with third party SERVICES available through RAM, RAM is not responsible for any actions or policies of such third parties and YOU should check all applicable policies of such party when providing PERSONAL INFORMATION to them.
- 11.3 **WORLD WIDE WEB**
- 11.3.1 The contents of RAM'S IT PLATFORM are not directed to any person and/or individual living and/or carrying on business outside South Africa.
- 11.3.2 The availability of RAM'S IT PLATFORM is prohibited to said persons and/or individuals. Persons and/or individuals in respect of whom such prohibitions apply must not access RAM'S IT PLATFORM.
- 12 **CHANGES TO THE WEBSITE**
- 12.1 RAM reserves the right to withdraw or modify RAM'S IT PLATFORM or any part thereof at any time.
- 12.2 RAM may add new features and modify or even discontinue existing features without notice to USER in RAM's sole discretion.
- 12.3 RAM reserves the right to alter or amend any criteria or information set out in RAM'S IT PLATFORM without notice.
- 13 **TELEPHONE RECORDINGS & COMMUNICATION**
- 13.1 You acknowledge and accept that RAM shall be entitled at its sole discretion to monitor, intercept, record and use as evidence all telephone and/or electronic communications between YOU and RAM at any time.
- 13.2 In connection with your use of the SERVICES, we may send YOU service announcements, administrative messages and other information. You may opt out of some of those communications.
- 13.3 Some of our SERVICES are available on mobile devices. Do not use such SERVICES in a way that distracts you and prevents YOU from obeying traffic or safety laws.
- 14 **GENERAL**
- 14.1 **SOLE AGREEMENT**
- 14.1.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein in relation to the subject matter.
- 14.1.2 This IT USE SCHEDULE read with RAM'S DATA PROCESSING & PRIVACY SCHEDULE supersedes and replace all prior agreements, commitments, undertakings or representations, whether oral or written, between RAM and any USER in respect of the subject matter hereof.
- 14.2 **AMENDMENT**
- 14.2.1 RAM reserves the right, in RAM's sole discretion, to amend this IT USE SCHEDULE any time, in any way and from time to time. RAM will publish the amended IT USE SCHEDULE on RAM'S IT PLATFORM. These amendments shall come into effect immediately once published on RAM'S IT PLATFORM.
- 14.2.2 It is the USER's responsibility to review this IT USE SCHEDULE regularly and to ensure that the User agrees with any amendments to this IT USE SCHEDULE.
- 14.2.3 If the User does not agree with any amendments to this IT USE SCHEDULE the User may no longer use RAM'S IT PLATFORM.
- 14.3 **GOVERNING LAW**
- 14.3.1 This IT USE SCHEDULE shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of South Africa which are applicable to Agreements executed and wholly performed within South Africa.
- 14.3.2 Any dispute arising out of the use or publication of use of RAM'S IT PLATFORM is subject to the exclusive jurisdiction of the courts of South Africa.



**14.4 No ADVICE**

The fact that RAM has made RAM's IT PLATFORM content available to USER is neither a recommendation that USER enters into a particular transaction nor a representation that any Service described on RAM's IT PLATFORM is suitable or appropriate for USER.

**14.5 CONNECTED INTERESTS**

Any company or individual connected to the RAM Group, including these entities Directors and Employees may have a position or interest in any Service recommended on RAM's IT PLATFORM.

**14.6 SEVERABILITY**

If any part of this IT USE SCHEDULE is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of this IT USE SCHEDULE which shall continue to be valid and enforceable to the fullest extent permitted by Law.

**14.7 ADDITIONAL TERMS**

RAM's IT PLATFORM is made available for public viewing on the basis that RAM exclude, to the extent lawfully permitted, all liability whatsoever for any loss or damage howsoever arising out of use of RAM's IT PLATFORM or reliance upon the content of RAM's IT PLATFORM.