

PRIVACY POLICY

This privacy policy is subject to the terms and conditions of this website, it governs our policies and practices with respect to personal information and any other data collected by Letsolo Water and Environmental Services CC. By continuing to make use of this website, you agree to the terms and conditions set out in this privacy policy. Please note that by submitting information via this website, as well as to our office or any other platform used by us, you consent to the collection, collation, processing and storage of such information and the use and disclosure of such information in accordance with this privacy policy. We recommend that you read this privacy policy together with our terms and conditions prior to submitting any information to this website.

EFFECTIVE AS FROM: 01/07/2021

1. INTRODUCTION

- 1.1 This is the privacy policy of Letsolo Water and Environmental Services CC (hereinafter referred to as "Letsolo"). In this privacy policy, Letsolo lists all its guidelines regarding the collection, use, and disclosure of personal information or data when you make use of our services and the choices you have associated with that data. Letsolo uses your data to provide and improve our service. By using the service, you agree to the collection and use of information in accordance with this privacy policy.
- 1.2 The provisions as set out in this privacy policy are in conjunction with the provisions as set out in the terms and conditions of Letsolo's website as set out above.

2. DEFINITIONS

2.1 The following words, expressions and/or abbreviations shall have the meaning hereinafter assigned to them:

2.1.1 **"Service"** means the service(s) and/or products provided on Letsolo's website as advertised on this website by email or other marketing campaigns under the same domain operated by the proprietor of this website.

2.1.2 **"Personal Information"** means data about a living individual (you) who can be identified from those data (or from those and other information either in Letsolo's possession or likely to come into Letsolo's possession), such as your name, contact details, your company details and service history. It may also contain information of your browsing habits on Letsolo's website.

2.1.3 **"Data or Content"** means data collected automatically either generated by the use of service and providing certain information or from the service infrastructure itself which includes personal information.

2.1.4 **"Cookies"** means small pieces of data stored on your device.

2.1.5 **"Data Controller"** means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and manner in which any personal information are, or are not to be, processed.

For the purpose of this privacy policy, we are a Data Controller of your personal information, content, or data.

2.1.6 **"Data Processors or Service Providers"** means any natural or legal person who processes the data on behalf of the data controller. Letsolo may use the services of various service providers to process your data more effectively; and

2.1.7 **"Data Subject or User"** means any living individual who is making use of Letsolo's services and is the subject of personal information.

3. CONSENT

3.1 How does Letsolo Water and Environmental Services CC go about obtaining your consent?

3.1.1 Letsolo obtains your consent when you provide us with personal information on our website, the various digital and other platforms and/or ways which we use to provide our services and engage with our customers.

3.1.2 Further, Letsolo obtains your consent if we ask for your personal information for a secondary reason (such an example of marketing). Letsolo will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

3.2 How do I withdraw my consent?

3.2.1 If after you opt-in, you change your mind, you may withdraw your consent for Letsolo to contact you, for the continued collection, use or disclosure of your information, at any time, by contacting us at: ishmael@lwes.co.za

4. AGE OF CONSENT

By using Letsolo's website you represent that you are at least the age of majority in your province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this website.

5. INFORMATION COLLECTION

When you provide Letsolo with your personal information as set out in clause 3.1 above, Letsolo collects the personal information you give us to provide our service to the user.

PERSONAL INFORMATION, DATA, LOG DATA AND CONTENT

By using Letsolo's website, you represent that you are at least the age of majority in your province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this website.

- 5.1 While making use of Letsolo's services, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you.
- 5.2 Personally identifiable information may include, but is not limited to:
 - 5.2.1 Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other assignment to you.
 - 5.2.2 Your name if it appears with your other personal information or if your name itself would reveal information about you.
- 5.3 Letsolo may use your data to contact you regarding your profile, research, contact you with our newsletter, announcement emailer or promotional materials and other information that may be of interest to you or us. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us at: ishmael@lwes.co.za



DATA

- 5.4 You may be asked or be required to provide limited personal information to enable Letsolo to provide certain services to you. Letsolo may store this information manually or electronically. Letsolo will only use it for purposes for which it was provided if you have consented to it. Information provided will be kept for as long as necessary to fulfil that purpose.

LOG DATA

- 5.5 When you interact with the site or use our services, our servers automatically receive and store certain personally non-identifiable information (“Log Data”). This Log Data is collected passively and may include information such as your IP address, browser type or the domain from which you are visiting, the site pages you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an internet service provider, the IP address will be different every time you log on. Letsolo uses Log Data to provide you with the services and pool it with other information to monitor the use of the services, and for the technical administration of the services. We do not associate your IP address with any other personal information to identify you personally, except in cases where we are asked to comply with a subpoena or other legal demand or where we suspect that there has been a violation of our policies, our terms of service and/or applicable law.
- 5.6 Letsolo uses the personal information you provide in a manner that is consistent with this privacy policy. We will use your personal information to provide you with access to and use of our services, to help us improve the content and functionality of the services and to better understand our users. If you contact us by email through the services, we may keep a record of your contact information and correspondence, and may use your email

address, and any information that you provide to us in your message, to respond to you. In addition, we may use your contact information to market to you and provide you with information about our products and services and the products and services of our partners that we believe may be of interest to you. **OPT-OUT** should you at any stage wish to no longer receive such marketing information please send us an email confirming that you wish to **OPT-OUT** from receiving marketing information to: ishmael@lwes.co.za

TRACKING & COOKIES DATA

- 5.7 Letsolo has a legitimate interest in the use of cookies in the pursuit of our business. Cookies and similar tracking technologies, such as tags, scripts, and beacons, are small pieces of code (referred to as cookies hereafter) that are stored on a device (computer, mobile phone, tablet, etc.) and enable us to personalise our and our client's content. Letsolo may use cookies in emails we send to you and on our website. We will always make sure our website contains clear and easy to find information about our cookies.
- 5.8 Letsolo may use cookies and similar tracking technologies to track the activity on our service and hold certain information.
- 5.9 Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyse our service to you.
- 5.10 You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our service.

"DO NOT TRACK" SIGNALS

5.11 Letsolo does not support "Do Not Track" ('DNT'). DNT is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable DNT by visiting the preferences or settings page of your web browser.

6. USE OF INFORMATION AND DATA COLLECTED

Letsolo considers your information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may share your personal information with certain third parties without further notice to you, as set forth below:

6.1 Letsolo uses the collected data for various purposes not limited to the below:

- 6.1.1 To deliver the services you have asked for. In other words, to provide and maintain our service to you.
- 6.1.2 To conduct market research.
- 6.1.3 To notify you about changes to our service.
- 6.1.4 To allow you to participate in interactive features of our service when you choose to do so.
- 6.1.5 To provide customer support.
- 6.1.6 To gather analysis or valuable information so that we can improve our service.
- 6.1.7 To monitor the usage of our service.
- 6.1.8 To detect, prevent and address technical issues.

- 6.1.9 To provide you with news, exclusive offers and general information about other goods, services, and events which we offer that are like those that you already used or enquired about unless you have opted not to receive such information.
- 6.1.10 Demographical and statistical information about user behaviour may be collected and used to analyse the popularity and effectiveness of this website. Any disclosure of this information will be in aggregate form and will not identify individual users.
- 6.1.11 If you subscribe for data, news, announcements, alerts or any such information to be emailed to you from this website, we will hold your details on our database until such time as you chose to unsubscribe from this service. You may do this at any stage by selecting the appropriate option in the alerts section of this site.
- 6.1.12 Personal information will not be sold to third parties or provided to direct marketing companies or other such organizations without your permission. Letsolo may disclose your personal information to third parties if we are under a duty to disclose or share such.
- 6.1.13 Furthermore, in connection with the operation, promotion, advertising or marketing of our Services, we may provide certain of our partners (e.g., special reward providers; etc.) with personal information (e.g., your name) and other content or information related to you, to access such information using information already in their possession. Please note: each time we provide any of your personal information to our partners, we only provide information to these partners that is publicly available or publicly viewable.
- 6.1.14 Letsolo engages with certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing



campaigns. We will share your personal information with these third parties, but only to the extent necessary to perform these functions and provide such services.

7. RETENTION OF PERSONAL INFORMATION, CONTENT AND DATA

Letsolo will retain your personal information, content, and data only for as long as is necessary for the purposes set out in this privacy policy. We will retain and use your data to the extent necessary to provide our service and for research to comply with legal obligations.

8. TRANSFER OF PERSONAL INFORMATION, CONTENT AND DATA

- 8.1 Your data, may be transferred to, and maintained on, computers located outside of your state, province or country or other governmental authority where the data protection laws may differ than those from your authority.
- 8.2 Please note that we may transfer data, to the locations of our third-party service providers' servers and process it required or necessary.
- 8.3 Your consent to this privacy policy followed by your submission of such information represents your agreement to that transfer.
- 8.4 Letsolo will take all reasonable steps to ensure that your data is treated securely and in accordance with this privacy policy and no transfer of data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.



8.5 Letsolo may sell, transfer, or otherwise share some or all its assets, including your personal information, in connection with a merger, acquisition, reorganisation or sale of assets or in the event of winding up.

9. DISCLOSURE OF DATA

9.1 Letsolo employs administrative, physical, and electronic measures designed to protect your information from unauthorized access. However, no Internet or email transmission is ever fully secure or error free. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored personal information to you via email or conspicuous posting on this Site in the most expedient time possible and without unreasonable delay, consistent with.

9.1.1 The legitimate needs of law enforcement; or

9.1.2 Any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

9.2 For purposes of research, we may disclose your data to relevant institutions for research purposes.

9.3 Legal requirements may require us to disclose your data, however, this is done in good faith and with the belief that such action is necessary to:

9.3.1 To comply with a legal obligation.

9.3.2 To protect and defend the rights or property of the proprietor of this website.

9.3.3 To prevent or investigate possible wrongdoing in connection with the service.

9.3.4 To protect the personal safety of users of the service or the public; and

9.3.5 To protect against legal liability.



10. THIRD PARTY SERVICES AND LINKS

- 10.1 In general, the third-party providers used by us will only collect, use, and disclose your information to the extent necessary to allow them to perform the services they provide to us.
- 10.2 Remember that certain providers may be located in or have facilities that are located in a different authority that either you or us. So, if you elect to proceed with a transaction that involved the services of a third-party service provider, then your information may become subject to the laws of the authority(s) in which that service provider or its facilities are located.
- 10.3 Once you leave our website or are redirected to a third-party website or website, you are no longer governed by this privacy policy or our website's terms and conditions.
- 10.4 Links: when you click on links on our website, they may direct you away from our website. Letsolo is not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

11. LINKS TO OTHER SITES

- 11.1 Letsolo's service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that party's website. The fact that we link to a website is not an endorsement, authorisation, or representation of our affiliation with that third party.
- 11.2 Letsolo has no control over and assume no responsibility nor liability for the content, privacy policies or practices of any third-party website or service.

12. CHANGES TO THIS PRIVACY POLICY

Letsolo's services and/or business may change from time to time. Letsolo, therefore, reserves the right to modify this privacy policy at any time, so please review it frequently. Changes and clarification will take effect immediately upon posting on this website and other platforms. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

13. OUR POLICY TOWARDS CHILDREN

If a parent or guardian becomes aware that his or her child has provided us with personal information without his/her consent, he or she should contact us at: ishmael@lwes.co.za

Letsolo does not knowingly collect personal information from children under eighteen. If we become aware that a child under eighteen has provided us with personal information, we will delete such information from Letsolo's files. If you are under the age of eighteen, please do not submit any personal information through the services. Letsolo encourages parents and legal guardians to monitor their children's internet usage and to help enforce Letsolo's privacy policy by instructing their children never to provide personal information via the services without their permission.

14. APPLICABLE LAWS

This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the authority 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.



15. QUESTIONS AND CONTACT INFORMATION

If you would like to access, amend, correct, or delete any personal information we have about you, register a complaint, or simply want more information to contact us at:

ishmael@lwes.co.za

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BUILDING 14 PARKFIELD COURT, 1185 PARK STREET, HATFIELD, PRETORIA, 0028.

LAST UPDATED: 01/07/2021

WEBSITE TERMS AND CONDITIONS

Your attention is drawn to these terms and conditions as they are important and should be carefully noted. Use of this website is subject to these terms and conditions as well as the privacy policy published on this website. By continuing to use this website you agree to these terms and conditions and related privacy policy.

EFFECTIVE AS FROM: 01/07/2021

1 INTRODUCTION

- 1.1 This website is owned and operated by Letsolo Water and Environmental Services, (herein referred to as "Letsolo") and can be accessed on www.lwes.co.za (hereinafter referred to as "this website").
- 1.2 These terms and conditions apply to visitors and users of this website. Use of this website is made available subject to these terms and conditions as set out below, including, but not limited to policies, notices as well as any documents that are referred to in clauses set out in these terms and conditions.
- 1.3 By using this website, you agree to be bound by, and to comply with, these terms and conditions and any further terms and conditions that Letsolo may prescribe from time to time. These terms and conditions may be changed in the future without notice and your continued use of this website signifies your acceptance of the updated and/or modified terms and conditions.
- 1.4 Any new features or tools which are added to this website shall also be subject to these terms and conditions.

- 1.5 By using this website, you acknowledge that you have read, and agree to be bound by these terms and conditions.
- 1.6 By agreeing to these terms and conditions, you have reached an age of maturity (i.e. 18 years of age), or that you are a parent/guardian who hereby consents to allowing your dependent(s) to make use of this website.
- 1.7 This website is offered to you under the provision that you agree to use this website only in line with these terms and conditions and any applicable laws, rules, and regulations.
- 1.8 These terms and conditions form an agreement between you and Letsolo, it is therefore your prerogative to ensure that you understand all provisions contained herein.
- 1.9 By continuing to use this website you agree to accept, without modification, limitation, or qualification these terms and conditions.
- 1.10 In terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") and the common law of contracts, these terms and conditions are valid, binding, and enforceable against all persons that access this website.
- 1.11 Disclosures in terms of section 43 of the Electronic Comms and Transactions Act.

The full name and legal status of the proprietor of this website is:

Letsolo Water and Environmental Services CC

Company Registration Number: CK2010/005979/23

The current company premises address of the proprietor of this website is:

Building 14 Parkfield Court, 1185 Park Street, Hatfield, Pretoria, 0028.

Tel: (012) 321 0073 | Cell: 082 821 6621 | Fax: 0866 134 794 | ishmael@lwes.co.za



The registered address of the proprietor of this website is:

Registered Address: 76 Phudufufu Street, Atteridgeville Ext 25, Kalafong Heights, 0008.

The physical address for receipt of legal service is:

Building 14 Parkfield Court, 1185 Park Street, Hatfield, Pretoria, 0028.

Core business:

Letsolo Water and Environmental Services CC is an environmental consulting company specialising in Water Engineering, Civil Engineering, and Environmental Management. Letsolo is a Level 1 Broad-Based Black Economic Empowerment (BBBEE) company. Letsolo proudly conducts all business with passion and concern for the environment.

1.12 Notwithstanding the fact that there are hyperlinks in these terms and conditions, applying to copyright notices and legislation, the hyperlinks should be deemed to be part of these terms and conditions in terms of Section 11 of ECTA, the fact that some or all the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.

1.13 **Termination:** the proprietor of this website has the right to suspend or terminate your access to and use of this website at any time, for any reason, without notice to you. All licenses granted hereunder may also be terminated by the proprietor at any time. If you breach any of these terms and conditions, the rights granted hereunder shall automatically terminate.

2 INTERPRETATIONS AND DEFINITIONS

2.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

2.1.1 Words signifying the singular number shall include the plural and *vice versa*.

2.1.2 Words signifying the masculine shall include the feminine.

2.1.3 Any words defined in the Electronic Communications and Transactions Act 25 of 2005 not defined hereunder shall bear the same meaning in these terms and conditions in relation to matters referred to herein.

2.1.4 A reference to any Act shall include any amendment thereto or Act in substitution, therefore.

2.1.5 Each term, power or authority herein shall be given the widest possible interpretation.

2.1.6 The headings to the sections in these terms and conditions are for reference purposes only and shall not be considered in the interpretation of the provisions in these terms and conditions.

2.2 The following words expressions and abbreviations shall have the meaning hereinafter assigned to them:

- i. **"Content"** means any material, in whatever form, including but not limited to any information, posts, photographic shots, 3D conversions of photographic shots, 3D tour, video recordings, adaptations, logos, buttons, icons, software, trademarks, texts, graphics, software, music, sound, audio, photographs, videos,

data, database, intellectual property, confidential information contained in this website.

- ii. **"Copyright"** means the intellectual property contained in the content which shall vest in all the content contained on this website, such content irrespective of the form in which it is displayed or presented remains the property of Letsolo.
- iii. **"Intellectual Property"** means all information, content, copyright, graphics or otherwise contained in this website, irrespective of whatever form it takes.
- iv. **"Territory"** means the entire world.
- v. **"Terms and Conditions"** means this agreement between the users or visitors of this website and the proprietor of this website.
- vi. **"Third Party Websites"** means any other website not belonging to Letsolo.
- vii. **"Party"** singularly refers to a user of this website; 'Parties' collectively refers to a user of this website and the proprietor of the website.
- viii. **"Privacy Policy"** means the way the user of the website will administer the information acquired because of use of this website.
- ix. **"Service"** means the service and products provided on this website.
- x. **"User"** means any person visiting or using this website, also referred to as 'you' as the context may require.
- xi. **"Website"** means Letsolo's website, owned and operated by Letsolo Water and Environmental Services CC which can be accessed on www.lwes.co.za.

- xii. **“Written notice”** means any notice sent to Letsolo by a user of the website, addressed to Letsolo through the details noted in paragraph 1.9 *supra*.

3 USE OF WEBSITE

- 3.1 The purpose for which this website has been established is to provide information with regards to Letsolo’s services and to promote the services that Letsolo offers. The services offered on this website may be stated on various platforms. The information provided on such pages is subject to change.
- 3.2 The user’s access to and use of this website is solely at the user’s own risk.
- 3.3 Use of this website by a user is limited to personal and/or non-commercial purposes only. None of the content from the website will be used or exploited by users for any commercial and non-private purposes, without the prior written consent from the proprietor of the website.
- 3.4 Letsolo reserves the right to claim damages from and/or institute criminal proceedings against a user for misuse or infringement of any content published on the website.
- 3.5 Use of this website does not confer any rights, licenses and/or permissions on the user unless expressly set out in these terms and conditions.
- 3.6 The user hereby agrees not to use the website for any purpose that is unlawful, improper, or prohibited by these terms and conditions or laws of the Republic of South Africa.
- 3.7 The user agrees that it will not link or frame any page, in whole or in part, in any manner whatsoever, without the prior written consent.

3.8 In using the website a user will not and is specifically prohibited from:

- 3.8.1 Publishing any content from the website on any other media, without the written authorisation.
- 3.8.2 Selling and/or otherwise commercialising any content from the website.
- 3.8.3 Using the website in any way that is or may be damaging to the website.
- 3.8.4 Using the website in any way that impacts user access to the website.
- 3.8.5 Using this website contrary to applicable laws and regulations, or in any way which may cause harm to the website, any person or entity.
- 3.8.6 Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website.
- 3.8.7 Using the website to engage in any advertising or marketing.
- 3.8.8 Access or attempt to access any service or content which the user is not authorised to access.
- 3.8.9 Transmitting any worms or viruses or any code of a destructive nature.
- 3.8.10 Attempt to change, adapt, or modify any content of the website on the website itself or on another platform; and
- 3.8.11 Disrupt or interfere with the security of, or otherwise cause harm to, the website.

3.9 A breach or violation of any of the terms of these terms and conditions will result in the immediate termination of the services being provided or to be provided to the user of this website.

3.10 Letsolo reserves the right to refuse to provide a service to any user of this website.

4 SERVICES

Certain services may be made available exclusively through this website, which may change from time to time.

5 ACCURACY, COMPLETENESS AND TIMELINES OF INFORMATION

5.1 Letsolo shall not be held responsible should information made available on this website is not accurate, complete, or current. The content and/or material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.

5.2 Any reliance on the content and/or material on this website is solely at the user's risk.

5.3 This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. Letsolo reserves the right to modify the contents of this website at any time. Notwithstanding the, Letsolo is not under any obligation to update any information on the website.



5.4 The user of this website hereby acknowledges and agrees that the responsibility to monitor changes to this website as well as these terms and conditions falls on the user.

6 ERRORS, INACCURACIES AND OMISSIONS

6.1 Occasionally there may be information on Letsolo's website or in the service that contains typographical errors, inaccuracies or omissions that may relate to the service description, or information provided by users. Letsolo reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice.

6.2 Letsolo undertakes no obligation to update, amend or clarify information in the service or on any related website, should be taken into indicate that all information in the service or on any related website has been modified or updated.

7 HYPERLINKS TO AND FROM THIRD PARTY APPS

- 7.1 This website may link the user to other third-party websites. Letsolo hereby confirms that any link to a third-party website does not and should not be interpreted to mean the third-party website is under the control or belongs to Letsolo.
- 7.2 The user hereby acknowledges that Letsolo is not accountable for the accuracy, copyright compliance, legality, decency, or any other aspect with regards to a third-party website.
- 7.3 Letsolo do not provide any warranties, representation, or conditions of any kind for any third-party website.
- 7.4 Any links to a third-party website may not be construed as an endorsement by Letsolo of the third-party website's content or as an association with the operators of the third-party website.
- 7.5 Use of any third-party website by a user is entirely at the user's risk and discretion, as such, it is the prerogative of the user to familiarise himself or herself with and approve of the terms of the third-party website.
- 7.6 Letsolo will not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the content from the third-party website.
- 7.7 Any personal information provided to a third party on a third-party website because of a link on this website is at the user's risk and Letsolo is not responsible for any actions or policies of such third party.

8 ELECTRONIC COMMUNICATIONS

- 8.1 When a user visits the website and completes a contact form to request information, or when the user sends an email to Letsolo, and the user does not explicitly request a non-electronic communication medium; the user consents to receiving communications from Letsolo electronically and agrees that all agreements, notices, disclosures and other communications sent by Letsolo satisfies any legal requirements, including, but not limited to the requirement that such communications should be "in writing".
- 8.2 The user acknowledges and accepts that the action to click on specified buttons on certain web forms on the website may constitute an expression of consent, agreement, or other statement.

9 AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 9.1 No agreement shall be concluded merely by sending a data message to this website or its proprietors. Valid agreements require an offer, acknowledgment of an offer and acceptance thereof from Letsolo.
- 9.2 No email message shall be deemed to have been received by Letsolo until a response has been issued from Letsolo. An automated response from Letsolo shall not satisfy this requirement.

10 PERSONAL INFORMATION

A user's submission of personal information on the website is governed by Letsolo's Privacy Policy.

11 DIRECT MARKETING

This website may contain advertisements for related services products and goods, which each user shall have access to because of using the website. Furthermore, users who have provided their personal information in view of receiving a service from Letsolo, as such, expressly acknowledges and gives consent in terms of Section 69(3) of the Protection of Personal Information Act 4 of 2013 to the Direct Marketing of equivalent products or services offered by Letsolo.

12 PROHIBITED USES

12.1 In addition to any prohibitions set out in these terms and conditions, the users of this website are prohibited from using the website or its content:

- 12.1.1 For any unlawful purpose.
- 12.1.2 To solicit others to perform or participate in any unlawful acts.
- 12.1.3 To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.



- 12.1.4 To infringe upon or violate Letsolo’s intellectual property rights or the intellectual property rights of others.
- 12.1.5 To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- 12.1.6 To submit false or misleading information.
- 12.1.7 To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other Websites, or the Internet.
- 12.1.8 To collect or track the personal information of others.
- 12.1.9 For any obscene or immoral purpose; or
- 12.1.10 To interfere with or circumvent the security features of this website or any related website, other websites, or the internet. Letsolo reserves the right to terminate your use of the service or any related service for violating any of the prohibited uses.

13 COPYRIGHT

13.1 Copyright © Letsolo Water and Environmental Services CC. All rights reserved.

Building 14 Parkfield Court, 1185 Park Street, Hatfield, Pretoria, 0028.

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13.3 Use of this website by a user does not confer any license or permission by Letsolo to the use of the content of this website, save for personal use by the user. Commercial use of any of the content of this website app is prohibited unless written permission is obtained from Letsolo, in which event the document granting right of use will expressly provide the extent and limitations of the use of the content of this website.

13.4 Notwithstanding any other provisions in these terms and conditions, the rights as it relates to the content of this website remain reserved.

13.5 Your attention is hereby drawn to the fact that copyright infringement is a criminal offence.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All content included on this website, including but not limited to the any information, posts, designs, logos, buttons, icons, software, trademarks, texts, graphics, software, music, sound, audio, photographs, videos, data, database, intellectual property, or confidential information contained on this website are protected by South African and International Intellectual Property Treaties.

- 14.2 Any compilation, meaning; the collection, arrangement, and assembly, of all content on this website is the property of Letsolo either as Proprietor or Licensee and is protected by South African and International Copyright and Intellectual Property laws.
- 14.3 The user will not, other than for his or her personal and non-commercial use, store on his or her computer, or any other device, print copies of extracts from this website app, mirror or cache information provided on this website, on his or her own server, computer, mobile, device or any other storage facility of whatsoever nature; or copy, adapt modify or re-use the text or graphics from this website, without the prior written permission of Letsolo.
- 14.4 All trademarks reflected on this website app are the exclusive property of Letsolo. Unauthorised use of these trademarks is prohibited. Full details of the trademarks owned by Letsolo in relation to this website are available upon request.
- 14.5 Notwithstanding any other provisions in these terms and conditions, the intellectual property rights on this website as it relates to the content of this website remain reserved.

15 LINKING AND FRAMING

- 15.1 This website may contain links to other websites ("linked sites"). The linked sites are not under the control of Letsolo and are not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. Letsolo is not responsible for webcasting, or any other form of transmission received from any linked site. Letsolo provides the links to the user of this website only as a convenience, and the inclusion of any link does not imply endorsement or association with the operators of any site.

15.2 Any third-party site may link to this website app provided that such a link is directed at the home page of this website. It is expressly prohibited for any person, business, entity, or web site to link any page other than the home page of this website, without the prior written approval of Letsolo.

15.3 It is expressly prohibited for any person, business, entity, or website app to frame any page of this website, including the home page, in any way whatsoever, without the prior written approval of Letsolo.

16 BREACH

16.1 In the event that, the user of this website commits a breach of these terms and conditions, the Party will request the other party who committed the breach, by way of a written notice, to rectify the breach within a period of 7 (seven) days.

16.2 If the Party in breach fails to rectify the breach within the period stipulated *supra*, the other party may terminate these terms and conditions, which constitutes an agreement, immediately.

16.3 Nothing in these terms and conditions shall be interpreted to preclude any Party from instituting legal proceedings against the other Party who is in breach.

16.4 The termination of these terms and conditions, for whatever reason, will not affect the rights of either the user of this website or the proprietor of this website, which:

16.4.1 May have accrued before the termination of these terms and conditions;
and

16.4.2 Specifically, or by their nature survives the termination of these terms and conditions.

17 DISPUTES

17.1 In the event of a dispute between the user and any third party, Letsolo will not be involved in such dispute, unless Letsolo deems it necessary to protect its rights and interests.

17.2 In the event of dispute between the user and the proprietor of this website, the user must address the proprietor of this website, in writing, and forward same to ishmael@lwes.co.za. The administrator will contact the party involved to resolve the matter.

18 PRIVACY POLICY

18.1 The provisions in these terms and conditions are in conjunction with the provisions as contained in the Privacy Policy as provided for on this website, which can be found below.

18.2 A user undertakes to provide accurate and current information, and not to impersonate or misrepresent any person or entity.

18.3 Letsolo agrees not to use, without a user's express consent, a user's personal information for any purpose other than it was disclosed.

18.4 Although Letsolo takes every precaution to protect the confidential information of users, and attempts to ensure that all of employees, third party service providers or



partners who may have access to such personal information adhere to the same standard of privacy, Letsolo takes no responsibility for the breach, loss, or misuse of such confidential information when in possession of such parties.

18.5 Letsolo agrees to return or destroy all personal information of a customer in its possession or control, on written request of such customer.

18.6 Letsolo undertakes not to retain any personal information for a period which may exceed the period for which such information was originally provided unless it is required by law to do so.

18.7 Letsolo undertakes never to sell or make available the personal information of a user to any third party other than as provided for in these terms and conditions, unless where required to do so by law.

18.8 Letsolo shall not be liable for any loss or damage arising because of any disclosure of personal information to third parties by a user directly.

19 PLATFORM SECURITY

19.1 Letsolo will take reasonable steps, to secure the electronic content, and the information provided by and collected from the user, from unauthorised access (hacking) and/or unauthorised disclosure. However, Letsolo does not make any warranties nor any representations that content will be 100% (one hundred percent) safe and secure.

19.2 General and technical information is collected either electronically by using cookies or is provided voluntarily by the user. Users may determine cookie use independently through their own browser settings.

- 19.3 Letsolo is under no legal duty to encrypt any content or communications from and to this website and is also under no legal duty to provide digital authentication of any page on this website.
- 19.4 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, but not limited to, to this website or the server and computer network that support this website.
- 19.5 Notwithstanding criminal prosecution, any user who delivers any damaging code to this website, whether on purpose or negligently, will, without any limitation, indemnify and hold Letsolo harmless against all liability, damages, and losses the proprietor of this website and its partners/affiliates may suffer because of such damaging code.
- 19.6 Users and visitors of this website may not develop, distribute, or use any device to breach or overcome the security measures of this website and Letsolo reserves the right to claim damages from all persons concerned with a security failure or breach of these terms and conditions.

20 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 20.1 Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Letsolo shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services provided from and through this website. Furthermore, Letsolo makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free.



- 20.2 This website is supplied on an “as I” basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy himself or herself, prior to entering into this agreement with Letsolo, that the service available from and through this website will meet the user's individual requirements.
- 20.3 Information, ideas and opinions expressed on this website should not be regarded as professional advice or the official opinion of Letsolo.
- 20.4 The user’s use of this website is dependent on factors beyond the control, such as but not limited to, the user’s network coverage or availability, the user’s ISP availability or the user’s device capability or capacity.
- 20.5 Letsolo will not be held liable for any loss or damage the user may suffer if a factor beyond its control arises and the user cannot access this website.
- 20.6 In no case shall Letsolo’s directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be held liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or



incidental damages, in such states or jurisdictions, Letsolo's liability shall be limited to the maximum extent permitted by law.

20.7 No information or data on this website constitutes an offer to do business, but merely an invitation to consider the service provided by Letsolo.

20.8 No agreement shall be concluded merely by sending a data message via the contact form contained on this website or to any email address listed on this website.

20.9 No data message sent via the contact form contained on this website or to any email address listed on this website shall be deemed to have been received by Letsolo until a response has been issued by Letsolo, an automated response from Letsolo shall not satisfy this requirement.

21 WAIVER AND SEVERABILITY

21.1 Any failure or delay by Letsolo to exercise or enforce any right or provision will in no way constitute a waiver of such right or provision.

21.2 In the event that any terms and conditions detailed herein is found unenforceable or invalid for any reason, such separate term(s) or condition(s) will be severable from the remaining terms and conditions. The remaining terms and conditions will remain enforceable and applicable.

22 CHANGES AND AMENDMENTS

22.1 Letsolo expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

22.1.1 Change these terms and conditions. The user of this website can review the most current version of these terms and conditions at any time by accessing the "terms and conditions" link on this website.

22.1.2 Change the content and/or services published on this website.

22.1.3 Discontinue any aspect of this website, or services published on this website;
and/or

22.1.4 Change the software and hardware required to access and use this website.

23 TERMINATION

23.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

23.2 These terms and conditions are effective unless and until terminated by either you or by Letsolo. You may terminate these terms and conditions at any time by notifying Letsolo that you no longer wish to use Letsolo's services, or when you cease using Letsolo's website.

23.3 If in Letsolo's sole judgement you fail, or Letsolo suspects that you have failed, to comply with any term or provision of these terms and conditions, Letsolo may terminate this agreement at any time without prior notice.

24 GOVERNING LAW & JURISDICTION

24.1 These terms and conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa.

24.2 Nothing in these terms and conditions limits either Parties right to approach a competent Court, tribunal, or forum of competent authority in respect of any dispute arising in connection with this App and which cannot be settled on the basis described in these terms and conditions.

25 INTERNATIONAL USE

This website has functionally worldwide, notwithstanding the, Letsolo at no time make any representation, whether directly or indirectly, expressly, or tacitly that any materials available on this website are appropriate for use outside of the Republic of South Africa. Any access to materials on this website, in any international regions where said access is illegal, is prohibited. Those who choose to access this website from other locations do so on their own initiative and at their own risk and are responsible for compliance with the relevant local laws.

26 LEGAL COSTS

Letsolo will not be liable for costs incurred by users to obtain professional advice relating to these terms and conditions.



27 ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between the proprietor of this website and a user of this website in relation to your use of this website and supersede all prior agreements and understandings.

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