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Website Terms and Conditions


Administrative Information

Document:	Policies and Procedures
Title:	Website Terms and Conditions
Code:	LAW - 005
Effective date:	18 November 2024
Owner:	Legal
Scope:	Copper 360
Co-development Partners:	N/A
Approval Body:	Information Officer
Target Group:	Any party who visits the Copper 360 Website
Published:	18 November 2024
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Subordinate Regulations:	
Last Update:	
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Revision date:	1 January 2026

Change Control			
Version:	Date:	Updated by:	Key changes made:


The content of the Policy document is signed-off by the parties below:

Title of document:	Document Approval Register	
	Policy Owner:	Policy Authorisation:
Version: 1	E. Nieuwenhuizen	
Date:	2024/11/18	
Signature:		

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WEBSITE TERMS AND CONDITIONS

Terms and conditions are valid, binding, and enforceable against all persons that access the Copper 360 Ltd Website (“**the Copper 360 Website**”), web pages or any part thereof.

If you do not agree to be bound by these terms and conditions you must leave the Copper 360 Website without delay, as further use will automatically bind you to these terms and conditions and be deemed as acceptance of these terms and conditions.

The Terms and Conditions are valid from the day of publication of this Website.

1. DEFINITIONS AND INTERPRETATION

- “**Copper 360**” means Copper 360 Limited, a public company incorporated in accordance with the laws of the Republic of South Africa with registration number 2021/609755/06, with its registered address at 1 Main Road, Nababeep, Northern Cape, 8265;
- “**The Copper 360 Website**” means the Website, owned and operated by Copper 360 and located at www.copper360.co.za, including services available on and through the Website, and furthermore including source code, meta tags, postings and any page, part or element thereof;
- “**User**” means any person who enters or uses the Copper 360 Website, notwithstanding the fact that such a person only visits the home page of the Copper 360 Website;


2. ALLOWED USE AND LICENSE

Copper 360 licenses the User to view, download, and print the content of the Copper 360 Website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.

Content from the Copper 360 Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Copper 360.

Users may only access, browse, and use the Copper 360 Website for legitimate personal or commercial purposes and may not use the Copper 360 Website or any Copper 360 services and/or products for:

- Harmful purposes;
- Illegal purposes;
- Disclosing, sharing, or publishing material that may be offensive, defamatory, regulated, prohibited, infringing, or damaging to any person and/or;

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- The creation, storage, and sending of unsolicited commercial communications.

The caching of the Copper 360 Website shall only be allowed if:

- The purpose of the caching is to make the onward transmission of the content from the Copper 360 Website more efficient;
- The cached content is not modified in any manner whatsoever;
- The cached content is updated at least every 12 (twelve) hours; and
- The cached content is removed or updated when so required by Copper 360.

If any User uses content from the Copper 360 Website in breach of the provisions detailed herein:


- Copper 360 reserves the right to claim damages from the user;
- Copper 360 reserves the right to institute criminal proceedings against the User; and
- Copper 360 shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

Hyperlinks to the Copper 360 Website from any other source shall be directed to the home page of the Copper 360 Website. Links beyond the Copper 360 home page may only be used with Copper 360's prior written consent.

Copper 360 shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of content, products, or services available from the Copper 360 Website, if such contents, products, or services were accessed through a hyperlink not directed at the home page of the Copper 360 Website. Persons who create links to pages beyond the home page of the Copper 360 Website without Copper 360's prior written consent shall do so at their own risk and Copper 360 is indemnified against any loss, liability, or damage that may result from the use of such hyperlinks. Copper 360's non-liability for deep linking is based on the fact that deep links bypass these Terms and Conditions.

Users may quote small and reasonable amounts of content available from the Copper 360 Website, in any format, subject to such a quote being placed in inverted commas and acknowledged.

No person may, without the prior written consent of Copper 360, frame the Copper 360 Website in any manner whatsoever.

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Apart from bona-fide search engine operators and use of the search facility provided on the Copper 360 Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots, or web spiders) to search, collect or copy content from the Copper 360 Website, for any purposes, without the prior written consent of Copper 360.

Email addresses, names and telephone numbers published on the Copper 360 Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Copper 360 Website may be used to communicate unsolicited communications to Copper 360 and all rights detailed in Section 69 of the Protection of Personal Information Act (“POPI”) are reserved.

All licenses and/or permissions granted in terms of this clause 2 are provided on a limited, non-exclusive, and non-transferable basis and may be terminated or cancelled by Copper 360 at any time without prior notice or reasons.


3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the Copper 360 Website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons, and hyperlinks are the property of or licensed to Copper 360 and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Copper 360 Website are expressly reserved.

The user undertakes not to do anything that may infringe any person’s intellectual property rights, including but not limited to –

- reverse engineering, decompiling, disassembling or otherwise attempting to discover the source codes of any technology; and
- the unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such technology, material, content, and services
- not to use the trade name “Copper 360” as an element of a domain name or subdomain name, notwithstanding the fact that its use or registration may be allowed in terms of trademark or constitutional law. Upon request to do so, a User shall immediately cease to use such domain name and transfer it to Copper 360 at the cost of the User.

No person may use logos, icons, or trademarks from the Copper 360 Website as hyperlinks or for other purposes without Copper 360’s prior written consent.

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4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines, and Internet access accounts required to access the Internet and Copper 360's Website and/or download content from the Copper 360 Website.

5. CHANGES AND AMENDMENTS

Copper 360 reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- change these terms and conditions;
- change the content and/or services available from the Copper 360 Website;
- discontinue any aspect of the Copper 360 Website or service(s) available from the Copper 360 Website; and/or
- change the software and hardware required to access and use the Copper 360 Website.

6. PRIVACY


Copper 360 does not collect any personal data from the main Website [www.copper360.co.za]. Site statistics collected are not capturing any IP addresses or any information that can be traced back to an individual or organisation. Site statistics enable Copper 360 to monitor site users' behaviour and enable Copper 360 to manage and change the site to provide the best experience possible.

The following section of the Website's Terms and Conditions should be read in conjunction with Copper 360's Privacy Statement.

Copper 360 shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the *Promotion of Access to Information Act 2 of 2000 ("PAIA")* and POPI.

When accessing this site Copper 360 does not process personal information. However, Copper 360 processes personal information as stated in our Privacy Statement when engaging with Copper 360. Copper 360 collects, stores, and uses the information for the following purposes:

- Communicate requested information to the User;
- Provide services to the User as requested by the User;
- Authenticate the User;

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- Compile non-personal statistical information about browsing habits, click patterns, and access to the Copper 360 Website.

The information detailed above is collected electronically.

Copper 360 owns and retains all rights to non-personal statistical information collected and compiled by the Copper 360 Website.

7. HYPERLINKS TO THIRD PARTY SITES

Copper 360 may provide hyperlinks to Websites not controlled by Copper 360 (“**Target Sites**”) and such hyperlinks do not imply any endorsement, agreement on, or support of the content, products and/or services of such Target Sites.

Copper 360 does not editorially control the content, products and/or services on Target Sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use content available on or through Target Sites.


8. SECURITY

Copper 360 shall take all reasonable steps to secure and/or prevent unauthorised access and/or disclosure of the content of the Copper 360 Website and the information provided by and collected from Users. However, Copper 360 does not make any warranties or representations that the content shall be safe or secure.

Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots, or spyware, to the Copper 360 Website or the server and computer network that supports the Copper 360 Website.

Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Copper 360 Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Copper 360 harmless against any and all liabilities, legal costs, damages, risks and losses that Copper 360 and its partners/affiliates may suffer as a result of such delivery, attempt or damaging code.

Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products, and services on the Copper 360 Website, and Copper 360 reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use, and distribution of such devices or programmes.

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Users who commit any of the offenses detailed in sections 85 to 88 of the *Electronic Communications and Transactions Act, 25 of 2002* (“**ECTA**”) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction, or damages suffered and/or incurred by Copper 360 and its partners/affiliates due to or related to these illegal actions.

9. DISCLAIMER AND LIMITATION OF LIABILITY

As far as allowed by law, Copper 360 (including its subsidiaries, shareholders, business units, employees, suppliers, Internet service providers, partners, affiliates, and agents) shall not be liable for any damage, loss, liability, or expenses of any nature incurred by whomsoever and resulting from:


- Access to the Copper 360 Website;
- Access to Websites linked to the Copper 360 Website;
- Inability to access the Copper 360 Website;
- Inability to access Websites linked to the Copper 360 Website;
- Content available on the Copper 360 Website;
- Services available from the Copper 360 Website;
- Communication mechanisms available from the Copper 360 Website;
- Products available from the Copper 360 Website;
- Downloads and use of content from the Copper 360 Website; and/or
- Any other reason not directly related to Copper 360’s gross negligence.

The Copper 360 Website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Copper 360, that the content available from and through the Copper 360 Website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.

Information, ideas, and opinions expressed on the Copper 360 Website should not be regarded as professional advice or the official opinion of Copper 360, and Users are encouraged to obtain professional advice before taking any course of action related to the information, ideas, or opinions expressed on the Copper 360 Website.

Copper 360 does not make any warranties or representation that content and services available from the Copper 360 Website shall in all cases be true, correct, or free from any errors. Copper 360 shall take all reasonable steps to ensure the quality and accuracy of content available from the Copper 360 Website.

Copper 360 does not make any warranties or representations that the Copper 360 Website shall always be available. Users acknowledge that the Copper 360 Website may be unavailable

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due to updates or other causes beyond the reasonable control of Copper 360, including, but not limited to virus infection, unauthorised access (hacking), power failures, or other “acts of God”.

10. COMMENTS

Copper 360 does not edit, or scan comments posted by the User or emails from the User to Copper 360 or the Copper 360 Website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic, or harmful postings.

11. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Copper 360 Website to Copper 360, and Copper 360 undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

12. INTERCEPTION OF COMMUNICATIONS

Subject to the provisions of the *Regulation of Interception of Communications Act, 70 of 2002* (“RICA”), the User agrees to Copper 360’s right to intercept, block, filter, read, delete, disclose, and use all communications (including all “data messages” as defined in the ECTA) sent or posted by the User to the Copper 360 Website, its staff, and employees.


The User agrees and acknowledges that the consent provided by the User in the clause above satisfies the “writing” requirement as detailed in ECTA and RICA.

13. ENTIRE AGREEMENT AND SEVERABILITY

These terms and conditions constitute the entire agreement between Copper 360 and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Copper 360 from the User.

Any failure by Copper 360 to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

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

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14. APPLICABLE AND GOVERNING LAW

The Copper 360 Website is hosted, controlled, and operated in the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Copper 360 Website, its content, services, products, and these terms and conditions.

15. LEGAL COSTS

Copper 360 shall not be liable for costs incurred by users to obtain professional advice relating to these Terms and Conditions.