

WEBSITE TERMS OF USE

for Econo Energy Solutions (Pty) Ltd

Compilation Date: April 2024

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1. Definitions

- 1.1. **Platform** means the online electronic interface provided by Econo Energy Solutions through the Website, facilitating transactional activities for the Services;
- 1.2. **Intellectual Property** means any creation of the mind that is capable of being protected by law from use by any other person, whether in terms of South African law or foreign intellectual property law and includes any right in such creation and includes, without limitation, all inventions whether patentable or not, all patent and patent applications, all designs whether registrable or not, all registered designs and registered design applications, all know-how, all right of copyright including rights of copyright in software, computer programs, computer screen displays, artistic works, literary works, technical drawings, trademarks, domain names and brand names relating to the Services;
- 1.3. **Services** means solar system solutions provided by Econo Energy Solutions for the generation of solar energy;
- 1.4. **Econo Energy Solutions** means Econo Energy Solutions (Pty) Ltd, a private company with limited liability, duly registered and incorporated in terms of the Companies Act 71 of 2008 with registration number 2016/0644639/07; and
- 1.5. **Website** means the website available at www.ee-sol.co.za which is owned and operated by Econo Energy Solutions.

2. Terms of use

- 2.1. This document outlines the Terms of Use of Econo Energy Solutions pertaining to the access and use of the Services provided through the Website and Platform.
- 2.2. Should any user that accesses the Website or makes use of the Platform disagree with the Terms of Use, they must refrain from accessing the Website, making use of the Platform, and using the Services.

3. Access and Use

- 3.1. Access to and use of the Services provided through the Platform are exclusively available to registered users.
- 3.2. Upon registration, users are prompted to establish a username and password, which serve as their login credentials for accessing the Platform.
- 3.3. Users are solely responsible for maintaining the confidentiality of their login details (username and password).
- 3.4. Users are prohibited from using another user's access information or personal data to access the Platform.
- 3.5. By accessing and using the Website or Platform, a user affirms that:
 - 3.5.1. They are 18 years of age or older; and

- 3.5.2. The information and content they provide are truthful, accurate, and not intended to mislead or deceive Econo Energy Solutions.
 - 3.6. Once successfully logged into the Platform, all electronic communications sent to or generated by the user will be considered valid, authentic, and legally binding. Econo Energy Solutions will acknowledge and act upon all instructions and transactions initiated after the user's successful login, even if executed without the user's knowledge, consent, or authorisation.
 - 3.7. Econo Energy Solutions reserves the right to refrain from acting on any instructions received from the user or to suspend the user's access (temporarily or permanently) if unable to verify the user's identity or if incorrect login credentials are provided.
4. Content
 - 4.1. Econo Energy Solutions may, without notice, make improvements or changes to any aspect, feature, or content on the Website or Platform. This includes changes and amendments to the Services, including the prices, and rates of the Services.
 - 4.2. Econo Energy Solutions may use the services of third parties to provide information on the Website and Platform.
5. Risk, limitation of liability and indemnity
 - 5.1. The use of the Website and Platform is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
 - 5.2. To the extent permitted by law, Econo Energy Solutions, its affiliates, shareholders, directors, agents, consultants or employees shall not be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages related to the use of, or the inability to access or use the content of the Website or Platform or any functionality thereof, or the information contained on the Website or Platform, or of any linked website.
 - 5.3. Econo Energy Solutions makes no warranty or representation as to the availability, accuracy, or completeness of the content on the Website and Platform. To the extent permitted by law, the user expressly waives and renounces all rights against Econo Energy Solutions for any loss suffered because of incorrect, incomplete, or inaccurate information supplied by Econo Energy Solutions.
6. Breach
 - 6.1. Should any member breach any of the Terms of Use or use the Website or Platform in an unauthorised manner (in the sole discretion of Econo Energy Solutions), or infringe any statute, regulation, ordinance, or law whilst using the Website or Platform, Econo Energy Solutions will be entitled, without notice, to cancel a user's registration or to restrict such users' use of the Website.
 - 6.2. The breach of these Terms of Use by a user entitles Econo Energy Solutions to take legal action, without prior notice to the user, and the user agrees to reimburse the costs associated with such legal action on an attorney and own client scale.
7. Intellectual Property Rights
 - 7.1. All copyright and other Intellectual Property rights in all content published on or via the Website or Platform are the property of, or are licensed to, Econo Energy Solutions.
 - 7.2. Any reviews, comments and/or other content (other than personal information) provided by the user to Econo Energy Solutions for posting on the Website or Platform,

shall automatically grant Econo Energy Solutions and its affiliates a non-exclusive, royalty free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part for the full term of any copyright that may exist in such content. Subject to this licence, the user shall retain all rights that may exist in such content.

8. Compliance with Section 43(1) of the Electronic Communications and Transactions Act, Act 25 of 2002.

In compliance with section 43(1) of the Act, the following is noted:

- 8.1. Company name: Econo Energy Solutions (Pty) Ltd
- 8.2. Registration number: 2016/044639/07
- 8.3. Physical address: 261 Voortrekker Street, Monument, Gauteng, 1721
- 8.4. Telephone number: 010 447 8215
- 8.5. Website address: www.ee-sol.co.za
- 8.6. E-mail address: info@ee-sol.co.za

9. Governing law

- 9.1. The Terms of Use shall be governed in accordance with the laws of the Republic of South Africa.

10. Jurisdiction

- 10.1. Any dispute relating to the Terms of Use shall be subject to the exclusive jurisdiction of the South African courts.

11. General

- 11.1. Econo Energy Solutions controls, operates, and administrates the Website and Platform from its offices within the Republic of South Africa. A user is responsible for compliance with all local laws if the user accesses the Website or Platform from locations outside of South Africa.
- 11.2. The user shall not be entitled to cede their rights or assign their rights or delegate their obligations in terms of these Terms of Use to any third party without the prior consent of Econo Energy Solutions.
- 11.3. The Services are available to users residing across the continent of Africa, offering solar system solutions for the generation of solar energy as detailed in the Definitions section of these Terms of Use.