



<i>IT PLATFORM USE & PRIVACY POLICY</i>	
<i>ITP_ 01</i>	<i>WEDNESDAY, 18 SEPTEMBER 2019</i>
<i>APPLICABLE POLICIES & STANDARDS</i>	<i>CC_ 17_ IT POLICY</i> <i>ITS_ 01.1- IT PLATFORM USE & PRIVACY STANDARD</i> <i>ITS_ 01.2 - POPI STANDARD</i> <i>ITS_ 01.3 -DOCUMENT MANAGEMENT & RETENTION OF RECORDS STANDARD</i>
<i>APPLICABLE AREAS OF BUSINESS</i>	<i>ALL RAM GROUP COMPANIES</i> <i>RAM CLIENTS AND THEIR CUSTOMERS</i>
<i>COMPANY / DIVISION / AREA</i>	<i>LEGAL / HR / IT / OPERATIONS / SALES</i>


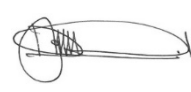


<i>APPROVAL</i>	<i>NAME</i>	<i>JOB TITLE / ROLE</i>	<i>SIGNATURE</i>
<i>COMPILED BY</i>	<i>STEVEN FRIEDMAN</i>	<i>CIO</i>	
<i>REVIEWED BY</i>	<i>MDUMISENI NHLAPO</i>	<i>HR MANAGER</i>	
<i>REVIEWED BY</i>	<i>ALAN DA COSTA</i>	<i>GROUP LEGAL</i>	
<i>APPROVED BY</i>	<i>GRAEME LAZARUS</i>	<i>MANAGING DIRECTOR</i>	



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I. SECTION 1 – INTRODUCTION

1 INTERPRETATION & DEFINITIONS

1.1 Introduction

In this **IT PLATFORM USE & PRIVACY POLICY** -

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 PLATFORM USE & PRIVACY POLICY** 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

1.2.1 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 1.3 shall bear the meanings assigned to them therein.

1.3 Associated Agreements & Documents

1.3.1	AGREEMENT	any Agreement entered into between RAM and CLIENT, whether in terms of i. APPLICATION read with RAM'S T'S & C'S OF SERVICE ii. MLA with its relevant Schedules and Annexures
1.3.2	APPLICATION	RAM's Application to enter Courier & Logistics Services Agreement
1.3.3	MLA	any MASTER LOGISTICS AGREEMENT entered into between RAM and CLIENT together with any associated documents or agreements including i. RAM'S INTERPRETATION SCHEDULE ii. SLA Schedule; iii. Service Level Agreement/s iv. Applicable Standards; v. Service Costs Schedule/s; and vi. their Schedules and Annexures
1.3.4	RAM'S INTERPRETATION SCHEDULE	RAM's Standard Interpretation Schedule and Glossary of Terms attached to RAM'S T'S & C'S OF SERVICE or MLA as Annexure 01
1.3.5	RAM'S T'S & C'S OF SERVICE	RAM'S STANDARD TERMS & CONDITIONS INCORPORATING – i. 01 _ INTERPRETATION SCHEDULE ii. 02 _ T&C'S OF SERVICE; iii. RAM'S SERVICE COSTS SCHEDULE; iv. SHIPPING INSTRUCTION/S AND/OR WAYBILL/S;
1.3.6	SERVICE COSTS SCHEDULE	RAM's Service Costs Schedule or Rate Card attached to the relevant Agreement
1.3.7	SHIPPING INSTRUCTION	a Shipping Instruction, whether in document or electronic format, furnished to RAM which shall include, <i>inter alia</i> - v. Sender / Consignor Details; vi. Receiver / Consignee Details; vii. Service Request; viii. Liability Option (if applicable); ix. Shipment Information, including weight and dimensions; x. Deascription of Goods



1.4 Definitions

1.4.1 This **IT PLATFORM USE & PRIVACY POLICY** contains a number of words and phrases which have specific meanings and most of which are capitalised.

1.4.2 The Glossary, below, contains these words and phrases.

1.4.3	CLIENT	CLIENT who instructs any company within the RAM Group to provide Logistics Service/s in terms of any Agreement and which includes - i. the USER of RAM'S IT PLATFORM ; and ii. Shipper(s); iii. CLIENT's or Shipper's duly authorised Personnel or representative(s)
1.4.4	BI	Business Intelligence
1.4.5	BIOMETRICS	a technique of personal identification that is based on physical, physiological or behavioral characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition
1.4.6	CONSENT	means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of PERSONAL INFORMATION
1.4.7	CRIMINAL LOSS	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss
1.4.8	DATA MESSAGE	includes a Data Messages as defined in section 1 of the ECT Act
1.4.9	DATA SUBJECT	means the person to whom PERSONAL INFORMATION relates
1.4.10	DERIVATIVE WORK	work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed or adapted and that if prepared without the authorization of the owner of the pre-existing work would constitute an infringement of the proprietary rights of the owner therein
1.4.11	DE-IDENTIFY	in relation to PERSONAL INFORMATION of a Data Subject, means to delete any information that - (a) identifies the Data Subject; (b) be used or manipulated by a reasonably foreseeable method to identify the Data Subject; or (c) can be linked by a reasonably foreseeable method to other information that identifies the Data Subject, and " de-identified " has a corresponding meaning
1.4.12	DIRECT MARKETING	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
1.4.13	ECT ACT	Electronic Communications and Transactions Act No 25 of 2002
1.4.14	E-COMMUNICATION	any text, voice, sound or image message sent over an electronic communications network which is stored in the network or in the recipient's terminal equipment until it is collected by the recipient and includes communications exchanged by means of RAM'S IT PLATFORM , email and mobile phone (e.g. WIG, WAP, sms)
1.4.15	E-POD	a digitally signed acknowledgment of receipt by the Receiver or its duly authorised Personnel on RAM's Mobile and transmitted to RAM's IT Portal
1.4.16	"FORMS"	as referred to in the Regulations, means a Form referred to in the annexures to the Regulations or any form which is substantially similar to that Form



1.4.17	GEOLOCATION	the identification of the real-world geographic location of an object, such as a place of residence, radar source, mobile phone or Internet-connected computer terminal. In its simplest form geolocation involves the generation of a set of geographic coordinates and is closely related to the use of positioning systems, but its usefulness is enhanced by the use of these coordinates to determine a meaningful location, such as a street address
1.4.18	IT	Information Technology
1.4.19	INTELLECTUAL PROPERTY RIGHTS	intellectual property or proprietary rights of any kind or description anywhere in the world, including, without limiting (i) rights in any patent, patent application (including any provisional, continuations, divisions, continuations-in-part, extensions, renewals, reissues, revivals & re-examinations, any national phase PCT (Patent Convention Treaty) applications, any PCT international applications, and all foreign counterparts), copyright, industrial design, URL (Uniform Resource Locator), domain name, trademark, service mark, logo, trade dress or trade name; (ii) related registrations and applications for registration; (iii) trade secrets, moral rights or publicity rights; (iv) invention, discovery, or improvement, modification, know-how, technique, method, methodology, procedures, specifications, recipes, working instructions, technical data, writing, work of authorship, process, design, or data, whether or not patented, patentable, copyrightable or reduced to practice, including any inventions, discoveries, improvements, modification, know-how, technique, methodology, writing, work of authorship, design or data embodied or disclosed in any: (a) computer source codes (human readable format) & object codes (machine readable format); (b) specifications; (c) manufacturing, assembly, test, installation, service and inspection instructions and procedures; (d) engineering, programming, service and maintenance notes and logs; (e) technical, operating and service and maintenance manuals and data; (f) hardware reference manuals; (g) user documentation, help files or training materials; and (h) goodwill related to any of the foregoing
1.4.20	TMS	RAM's Logistix Transport Management Software utilised by RAM for the Courier Services delivery lifecycle
1.4.21	MATFLO	the Matflo Core Warehouse Management System/WCS Application Software utilised by the RAM Group to provide Warehouse Management Services
1.4.22	MOBILE COMPUTERS	Mobile Computer hardware provided by the RAM Group to its Personnel for the purposes of attending to their duties, including providing the Courier Service and administrative activities, which Mobile Computers include RAM's Mobile, Smart Phone, Palm device, Tablet, Laptop or Computer
1.4.23	OPERATOR	a person who processes Personal Information for a RESPONSIBLE PARTY in terms of a contract or mandate, without coming under the direct authority of that party
1.4.24	OTP	a one-time password (OTP) which is valid for only one login session or transaction, on a computer system or other digital device including the RAM Mobile
1.4.25	.PDF	portable document format
1.4.26	PERSONAL INFORMATION	information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to - (i) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (ii) information relating to the education or the medical, financial, criminal or employment history of the person; (iii) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment



		<p>to the person;</p> <p>(iv) the biometric information of the person;</p> <p>(v) the personal opinions, views or preferences of the person;</p> <p>(vi) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;</p> <p>(vii) the views or opinions of another individual about the person; and</p> <p>(viii) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person</p>
1.4.27	POPI	Protection of Personal Information Act, 2013 (Act 4 of 2013)
1.4.28	PROCESSING	<p>means any operation or activity or any set of operations, whether or not by automatic means, concerning PERSONAL INFORMATION, including—</p> <p>a. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;</p> <p>b. dissemination by means of transmission, distribution or making available in any other form; or</p> <p>c. merging, linking, as well as restriction, degradation, erasure or destruction of information</p>
1.4.29	RAM HARDWARE	any computer hardware, terminal/s or printers owned and/or controlled by RAM and installed at RAM’s premises to be used by RAM / USER in connection with the RAM -IT
1.4.30	RAM -IT	collectively and/or individually, as the case may be, RAM’s Hardware and RAM’s Software
1.4.31	RAM’S IT PLATFORM	shall include, RAM’S WEBSITE , RAM’s Portal, RAM’s Hardware and RAM’s Software
1.4.32	RAM MOBILE	RAM’s Mobile Electronic Handheld Device used by RAM’s Personnel to provide Services
1.4.33	RAM PORTAL	<p>RAM’s web-based portal (incorporating the RAM Shipper module) which shall facilitate the USER to process, inter alia, the following transactions –</p> <p>(i) Obtaining Quotations;</p> <p>(ii) Track & Trace (Searching for Consignments);</p> <p>(iii) Generating Reports; and</p> <p>(iv) RAM Shipper Applications</p>
1.4.34	RAM SHIPPER	<p>RAM’s IT Software accessed by the USER for the purpose of, inter alia –</p> <p>(i) completing/consigning Shipments by means of a Shipping Instruction;</p> <p>(ii) furnishing the Shipping Instruction to RAM either at the time of collection of the Shipment or by e-communication;</p> <p>(iii) printing manifests and reconciling manifest shipments for collection by RAM;</p> <p>(iv) loading and editing specific customer data base relating to the relevant USER in accordance with instructions and the consent of USER</p>
1.4.35	RAM SOFTWARE	the computer software developed and owned and/or controlled by RAM used in connection with RAM’S IT PLATFORM
1.4.36	RAM’S WEBSITE	RAM’S WEBSITE on the world wide web being URL – www.ram.co.za , (including all its constituent web pages) on which RAM provides the service from time to time, including all pages in respect of whose content RAM exercises control
1.4.37	RECORD	<p>means any recorded information -</p> <p>(a) regardless of form or medium, including any of the following –</p> <p>(i) writing on any material;</p>



		<ul style="list-style-type: none"> (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced; <p>(b) in the possession or under the control of a RESPONSIBLE PARTY;</p> <p>(c) whether or not it was created by a RESPONSIBLE PARTY; and</p> <p>(d) regardless of when it came into existence</p>
1.4.38	RE-IDENTIFY	<p>in relation to PERSONAL INFORMATION of a Data Subject, means to resurrect any information that has been de-identified, that -</p> <ul style="list-style-type: none"> (a) identifies the Data Subject; (b) can be used or manipulated by a reasonably foreseeable method to identify the Data Subject; or (c) can be linked by a reasonably foreseeable method to other information that identifies the Data Subject, <p>and "re-identified" has a corresponding meaning</p>
1.4.39	REGULATIONS	The Regulations dated 14 December 2018
1.4.40	REGULATOR	the Information Regulator, as set out in section 112(2) of POPI
1.4.41	RESPONSIBLE PARTY	means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing PERSONAL INFORMATION
1.4.42	SUBMIT	<p>means Submit by –</p> <ul style="list-style-type: none"> a. Data Message; b. e-Communication; c. registered post; d. electronic mail; e. facsimile; and f. personal delivery
1.4.43	SMS	short message service
1.4.44	SECURITY MEASURES	<p>reasonable Technical Security Measures to prevent -</p> <ul style="list-style-type: none"> (a) loss of, damage to or unauthorised destruction of PERSONAL INFORMATION; and (b) unlawful access to or Processing of PERSONAL INFORMATION
1.4.45	TERRORIST & RELATED ACTIVITIES	for purposes of subsection (1)(c) of POPI, means those activities referred to in section 4 of the Protection of Constitutional Democracy against Terrorist and Related Activities Act No. 33 of 2004
1.4.46	UNIQUE IDENTIFIER	any identifier that is assigned to a Data Subject and is used by a RESPONSIBLE PARTY for the purposes of the operations of that RESPONSIBLE PARTY and that uniquely identifies that Data Subject in relation to that RESPONSIBLE PARTY
1.4.47	USER/S	<p>unless otherwise specifically stated, in relation to this IT PLATFORM USE & PRIVACY POLICY -</p> <ul style="list-style-type: none"> (i) CLIENT and/or CLIENT's customers; (ii) employees regardless of the nature of their Service Agreements, including contracts which are permanent, fixed term, casual, temporary and those that



		include temporary staff from agencies and staff supplied by labour brokers; (iii) contractors and sub-contractors; and (iv) any other persons who assist in the carrying on the business of RAM
1.4.48	USER ID&PIN	a USER's personal RAM identification number and internet pin number which must be used to access RAM'S IT PLATFORM

2 PURPOSE

This **IT PLATFORM USE & PRIVACY POLICY** sets out how RAM will use and protect any **PERSONAL INFORMATION** that the USER gives RAM when using utilizing **RAM'S IT PLATFORM**.

3 SCOPE

This **IT PLATFORM USE & PRIVACY POLICY** applies to all RAM CLIENT's and/or CLIENT's Customers, RAM Personnel, contractors, sub-contractors, as well as any other individuals and/or organisations making use of **RAM'S IT PLATFORM**.

4 STANDARDS

- 4.1 RAM shall set **APPLICABLE STANDARDS** from time to time which shall be made available to the CLIENT's and/or CLIENT'S Customers and will further be made available to all and RAM PERSONNEL, contractors, sub-contractors, as well as any other individuals and/or organisations making use of **RAM'S IT PLATFORM**, on **RAM'S WEBSITE**.
- 4.2 As at the publication date of this **IT PLATFORM USE & PRIVACY POLICY**, the **APPLICABLE STANDARDS** set out on the cover page under the heading "**APPLICABLE STANDARDS**" are applicable.
- 4.3 Any RAM Personnel shall be subject to disciplinary action if such Personnel -
 - 4.3.1 violates this **IT PLATFORM USE & PRIVACY POLICY** or uses any of these applications for improper purposes; and
 - 4.3.2 does not adhere to the terms, conditions and standards contained in the **APPLICABLE STANDARDS**.
- 4.4 RAM Personnel are referred to the **DISCIPLINARY POLICY & DISCIPLINARY STANDARD** for further information.
- 4.5 Non adherence to this **IT PLATFORM USE & PRIVACY POLICY** may constitute a breach by CLIENT and/or CLIENT'S Customers of any Agreement which shall entitle RAM to the relevant remedies set out in such Agreement and in law.

II. SECTION 2 – POLICY

5 INTRODUCTION

- 5.1 **RAM'S IT PLATFORM**, to which this **IT PLATFORM USE & PRIVACY POLICY** applies and for which RAM is responsible, includes **RAM'S WEBSITE**, RAM's Portal, RAM Hardware and RAM Software.
- 5.2 RAM is not liable for the content of **RAM'S IT PLATFORM**.
- 5.3 USER must pay particular attention to 13 (**LIMITATION OF LIABILITY**), 14 (**CONTENT DISCLAIMER**) and 15 (**DISCLAIMER**) sections below.
- 5.4 USER must read this **IT PLATFORM USE & PRIVACY POLICY** carefully.
- 5.5 This **IT PLATFORM USE & PRIVACY POLICY** together with the **APPLICABLE STANDARDS**, governs RAM's relationship with the USER in relation to the use of **RAM'S IT PLATFORM**.
- 5.6 **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.
- 5.7 By using **RAM'S IT PLATFORM** in any way, the USER signifies the USER's agreement with this **IT PLATFORM USE & PRIVACY POLICY** and to be bound by them, as well as the **APPLICABLE STANDARDS** in so far as they apply to the USER.
- 5.8 If the USER has any questions about this **IT PLATFORM USE & PRIVACY POLICY** or the USER does not wish to accept this **IT PLATFORM USE & PRIVACY POLICY**, please contact RAM by contacting RAM's Legal Department on +27 11 977 5000 before using **RAM'S IT PLATFORM**.
- 5.9 Using or accessing **RAM'S IT PLATFORM** indicates the USER's acceptance of this **IT PLATFORM USE & PRIVACY POLICY**. If USER does not accept this **IT PLATFORM USE & PRIVACY POLICY**, please do not continue to use **RAM'S IT PLATFORM**.

6 USE OF THE RAM WEBSITE & RAM IT PLATFORM

- 6.1 RAM has made **RAM'S IT PLATFORM** available to USER for USER's commercial use and for the purposes of the



Services provided by RAM to USER.

- 6.2 RAM may modify, withdraw or deny access to **RAM'S IT PLATFORM** at any time.
- 6.3 Specifically excluded from the uses or operation of **RAM'S IT PLATFORM** in connection with any products, systems, applications or hardware other than the Services provided by RAM.

7 PROTECTION OF PERSONAL INFORMATION & PRIVACY

- 7.1 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.
- 7.2 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 **IT PLATFORM USE & PRIVACY POLICY** and its **APPLICABLE STANDARDS**. Including [ITS_01.2 - POPI & DATA PROTECTION STANDARD](#).

8 COOKIES

- 8.1 RAM uses cookies on **RAM'S IT PLATFORM**.
- 8.2 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.
- 8.3 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**.
- 8.4 Cookies don't usually contain PERSONAL INFORMATION or anything dangerous. They're usually innocuous and useful.
- 8.5 RAM will not use Cookies to collect personally identifiable information about USER.
- 8.6 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.
- 8.7 Please be aware that restricting Cookies may impact on the functionality of **RAM'S IT PLATFORM**.
- 8.8 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.

9 USE OF INFORMATION BY RAM

RAM uses PERSONAL INFORMATION to provide USER with a better service, and in particular consents that RAM may utilise the USER'S PERSONAL INFORMATION for the SPECIFIED PURPOSES set out in [ITS_01.1- IT PLATFORM USE & PRIVACY STANDARD](#).

10 TRANSMISSION OF INFORMATION & SECURITY

- 10.1 All reasonable steps will be taken by RAM to ensure the integrity, security and confidentiality of USER'S PERSONAL INFORMATION.
- 10.2 RAM ensures the integrity and confidentiality of USER'S 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 USER'S PERSONAL INFORMATION.
- 10.3 **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.**
- 10.4 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.
- 10.5 Browser security can be compromised by 3rd 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.
- 10.6 RAM takes reasonable steps to preserve the security of cookie and PERSONAL INFORMATION in accordance with this **IT PLATFORM USE & PRIVACY POLICY** and **RAM'S APPLICABLE STANDARD**.
- 10.7 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).
- 10.8 RAM regularly reviews developments in security and encryption technologies. Unfortunately, no data



transmission over the Internet can be guaranteed as totally secure.

- 10.9 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.
- 10.10 Once RAM receives your transmission, RAM takes reasonable steps to preserve the security of the information in RAM's own systems.
- 10.11 USER's attention is drawn to the fact that information transmitted via the Internet is susceptible to monitoring and interception.
- 10.12 USER will bear all risk of transmitting information in this manner.
- 10.13 RAM will not be liable for any loss, harm or damage suffered by USER's as a result of transmitting information to RAM.
- 10.14 RAM reserves the right to request independent verification of any information transmitted via e-Communication.
- 10.15 Please be aware that any unsolicited confidential or proprietary information sent to RAM via the Internet cannot be guaranteed to remain confidential.
- 10.16 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.

11 USER'S CONDUCT ON RAM'S IT PLATFORM

- 11.1 USER agrees to be fully responsible for USER's own conduct and content while using **RAM'S IT PLATFORM** and for any consequences thereof.
- 11.2 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.](#)

12 INTELLECTUAL PROPERTY

- 12.1 **RAM'S IT PLATFORM** and all the materials contained in it are protected by intellectual property rights, including copyright and either belongs to RAM or is licensed to RAM to use.
- 12.2 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.
- 12.3 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.
- 12.4 Nothing in this **IT PLATFORM USE & PRIVACY POLICY** shall be construed as granting USER any rights of any nature whatsoever in and to RAM's Intellectual Property other than as expressly provided herein.
- 12.5 USER may print or download materials from **RAM'S IT PLATFORM** for USER's personal or commercial use provided that –
 - 12.5.1 no materials are modified in any way;
 - 12.5.2 no graphics are used separately from accompanying text;
 - 12.5.3 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
 - 12.5.4 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.
- 12.6 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 –
 - 12.6.1 to **RAM'S IT PLATFORM** and Derivative Works thereof; and
 - 12.6.2 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 PLATFORM USE & PRIVACY POLICY** and relating to **RAM'S IT PLATFORM**,shall be owned by or licensed to RAM.
- 12.7 Any content or material downloaded or uploaded or otherwise obtained through **RAM'S IT PLATFORM** is done at USER's own discretion and risk.



12.8 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**.

13 LIMITATION OF LIABILITY

13.1 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".

13.2 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 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.

13.3 Use of **RAM'S IT PLATFORM** is at USER's sole risk. RAM shall not be liable for or in respect of any-

13.3.1 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 WEBSITE** or from USER's inability to access **RAM'S IT PLATFORM**;

13.3.2 acts or omissions resulting from USER's decision or opinion formed on the basis of USER's use of **RAM'S IT PLATFORM**.;

13.3.3 loss or damage whatsoever and howsoever arising as a result of USER's use of or reliance on the information contained on the **RAM'S WEBSITE** to the maximum extent permitted by law;

13.3.4 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.

13.4 USER has the sole responsibility for adequate protection and back up of data and protecting USER's computer.

13.5 RAM does not guarantee that **RAM'S IT PLATFORM** will be -

13.5.1 compatible with all and/or any hardware and software which USER may use;

13.5.2 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.

13.6 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.

13.7 These terms and conditions herein, do not exclude RAM's liability (if any) to USER for –

13.7.1 personal injury or death resulting from RAM's Gross Negligence;

13.7.2 any matter which it would be illegal for RAM to exclude or to attempt to exclude RAM's liability.

13.8 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.

13.9 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.

14 CONTENT DISCLAIMER

14.1 **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.

14.2 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.

14.3 **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.

14.4 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**.



14.5 RAM reserves the right to alter or amend any criteria or information set out in **RAM'S IT PLATFORM** without notice.

15 **DISCLAIMER**

15.1 Information and materials on **RAM'S IT PLATFORM** are appropriate for use in South Africa only.

15.2 USER's who access from any other country do so on their own initiative.

15.3 RAM does not offer its Services to anyone living and/or carrying on business outside South Africa.

15.4 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.

15.5 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.

16 **LINKS TO OTHER WEBSITES AND SERVICES**

16.1 **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.

16.2 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 PLATFORM USE & PRIVACY POLICY. RAM cannot be responsible for the protection and privacy of any information which USER provides.

16.3 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.

16.4 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**.

17 **NO OFFER**

17.1 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 PLATFORM USE & PRIVACY POLICY** which governs the relationship between RAM and USER in relation to USER's use of **RAM'S IT PLATFORM**.

17.2 No information or content contained on **RAM'S IT PLATFORM** should be taken as an offer or a recommendation by RAM.

17.3 All Services offered by RAM are subject to completion of the requisite APPLICATION and finalisation of any Agreement and Legal Documentation contemplated in 1.3 (ASSOCIATED AGREEMENTS & DOCUMENTS).

17.4 RAM reserves the right to reject, at RAM's absolute discretion, any APPLICATION submitted for Services contained on **RAM'S IT PLATFORM**.

17.5 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&C's of that contract and to take financial or legal advice if necessary.

18 **VIRUSES**

18.1 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**.

18.2 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**.

19 **CHANGES TO THE WEBSITE**

19.1 RAM reserves the right to withdraw or modify **RAM'S IT PLATFORM** at any time.

19.2 RAM may add new features and modify or even discontinue existing features without notice to USER in RAM's sole discretion.

19.3 RAM reserves the right to alter or amend any criteria or information set out in **RAM'S IT PLATFORM** without notice.



20 WORLD WIDE WEB

- 20.1 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.
- 20.2 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**.

21 GENERAL

21.1 Sole Agreement

- 21.1.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 21.1.2 This **IT PLATFORM USE & PRIVACY POLICY** 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.

21.2 Amendment

- 21.2.1 No addition to, variation, or consensual cancellation of this **IT PLATFORM USE & PRIVACY POLICY** shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 21.2.2 RAM reserves the right, in RAM's sole discretion, to amend this **IT PLATFORM USE & PRIVACY POLICY** at any time, in any way and from time to time. RAM will publish the amended **IT PLATFORM USE & PRIVACY POLICY** on **RAM'S IT PLATFORM**. These amendments shall come into effect immediately once published on **RAM'S IT PLATFORM**.
- 21.2.3 It is the USER's responsibility to review this **IT PLATFORM USE & PRIVACY POLICY** regularly and to ensure that the User agrees with any amendments to this **IT PLATFORM USE & PRIVACY POLICY**. If the User does not agree with any amendments to this **IT PLATFORM USE & PRIVACY POLICY**, the User may no longer use **RAM'S IT PLATFORM**.

21.3 Governing Law

- 21.3.1 These **IT PLATFORM USE & PRIVACY POLICY** 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.
- 21.3.2 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.

21.4 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.

21.5 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 this **IT PLATFORM USE & PRIVACY POLICY**.

21.6 Severability

If any part of this **IT PLATFORM USE & PRIVACY POLICY** 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 PLATFORM USE & PRIVACY POLICY** which shall continue to be valid and enforceable to the fullest extent permitted by Law.

21.7 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.