

GYRO GROUP WEBSITE USAGE TERMS AND CONDITIONS Copyright © 2020. GYRO GROUP.

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Legal Information/Terms of Use

In terms of Section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002 and the common law of contract, these terms and conditions are valid, binding and enforceable against all persons that access the Gyro website, web pages or any part thereof.

1. DISCLAIMER

Acceptance of Terms

Gyro Group (Pty) Ltd welcomes you to its website!

By viewing this website, you hereby acknowledge that you have read, understood and accept these terms and conditions of use (Terms); and agree to be bound thereby.

If you do not agree to be bound by these terms and conditions, you may not use this website for any reason whatsoever. There are additional terms that may apply to you: our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or you provide to us. By continuing to use this website, you consent to such processing, and you warrant that all data provided by you is accurate.

The information on this website is for general purposes only and does not constitute investment or other professional advice. It is your responsibility to seek professional or specialist advice before acting on any information on this website. Otherwise, your use of, acting or reliance on the information on this website is entirely at your discretion and risk.

2. DEFINITIONS AND INTERPRETATION

- 2.1. "the Gyro website" means the website, owned and operated by Gyro for and on behalf of the Companies and located at <http://www.gyrogroup.co.za>, including any page, part or element thereof;
- 2.2. "the Companies" means Gyro Group (Pty) Limited 2016/517678/07, Swiftnet SOC Ltd Registration number 1994/009541/30 and Gyro Properties (Pty) Ltd Registration number 2016/517678/07, together with any subsidiaries of the aforesaid
- 2.3. "Gyro" shall mean Gyro Group (Pty) Ltd Registration number 2016/517678/07

- 2.4. "User" means any person who enters or uses the Gyro website, notwithstanding the fact that such a person only visits the home page of the Gyro website;
- 2.5. References herein to the singular includes the plural and vice versa; and Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the Electronic Communications and Transactions Act, Act No. 25, 2002, (ECT Act).
- 2.6. The fact that some or all the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

3. GENERAL

- 3.1. Gyro is a standalone subsidiary of Telkom SA SOC Ltd.
- 3.2. We manage a diverse portfolio of masts and towers and real estate, providing innovative solutions to the Information and Communication Technology Sector (ICT) and real estate industries.
- 3.3. Further information is to be found on the company profile on the website

4. ALLOWED USE AND LICENSE

- 4.1. Gyro permits the User to view, download, save and print the content of the Gyro website, only if such content is used for private, personal, educational and / or non-commercial purposes or to view, download, save and print this Website Terms and Conditions for legal and / or evidential purposes as detailed in section 11(3) of the Electronic Communications and Transactions Act, Act No. 25, 2002, (ECT Act).
- 4.2. Content from the Gyro website shall not be used, tampered with or exploited by Users for any commercial and non-private purposes without the prior written consent of Gyro, which consent Gyro may withhold at its sole and absolute discretion.
- 4.3. Users may only access, browse and use the Gyro website for legitimate personal or commercial purposes and may not use the Gyro website or any services and / or products displayed, listed and/ or advertised therein for:
 - 4.3.1. Harmful purposes;
 - 4.3.2. Illegal purposes;
 - 4.3.3. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and / or
 - 4.3.4. The creation, storage and sending of unsolicited commercial communications.
 - 4.3.5. The caching of the Gyro website shall only be allowed if:
 - 4.3.5.1. The purpose of the caching is to make the onward transmission of the content from the Gyro website more efficient,
 - 4.3.5.2. The cached content is not modified in any manner whatsoever,
 - 4.3.5.3. The cached content is updated at least every 12

- (twelve) hours, and,
- 4.3.5.4. The cached content is removed or updated when so required by Gyro.

4.3.6. *If any user uses content from the Gyro website in breach of the provisions detailed herein:*

- 4.3.6.1. Gyro reserves the right to claim damages from the User,
- 4.3.6.2. Gyro reserves the right to institute criminal proceedings against the User, and,
- 4.3.6.3. Hyperlinks to the Gyro website from any other source shall be directed at the home page of the Gyro website. Links beyond the Gyro home page may only be used with Gyro's prior written consent.
- 4.3.6.4. Gyro shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the content, any products or services which may be available from the Gyro website, if such content or services were accessed through a hyperlink not directed at the home page of the Gyro website. Persons that wish to link to pages beyond the home page of the Gyro website without Gyro's prior written consent shall do so at their own risk and indemnify Gyro against any loss, liability or damage that may result from the use of such hyperlinks. Gyro's non-liability for deep linking is since deep links bypass these terms and conditions.
- 4.3.6.5. Users may quote small and reasonable amounts of content available from the Gyro website and only if such a quote is placed in inverted commas and acknowledged.
- 4.3.6.5.1. No person may, without the prior written consent of Gyro, frame the Gyro website in any manner whatsoever.
- 4.3.6.5.2. Apart from bonafide search engine operators and use of the search facility provided on the Gyro 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 Gyro website for any purpose whatsoever, without the prior written consent of Gyro. No modification and/or reverse engineering whatsoever of any content of this website is permitted.
- 4.3.6.5.3. E-mail addresses, names, telephone numbers and fax numbers published on the Gyro 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 Gyro website may be used to communicate unsolicited communications to Gyro and all rights detailed in section 45 of the ECT Act.
- 4.3.6.5.4. All licenses and/or permissions granted in terms

of this clause 4 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Gyro at any time without prior notice or reasons.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property on the Gyro website, including but not limited to content, 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 Gyro and as such, are protected from infringement by domestic and international legislation and treaties. All rights to intellectual property on the Gyro website are expressly reserved. You may print off one copy, download extracts of any page(s) for personal use and you may draw the attention of others within your organisation to content posted on our site. But you must not modify the paper or digital copies of any materials printed off or downloaded in any way. Illustrations, photographs, videos or audio sequences or graphics may not be used separately from the accompanying text. Gyro and any identified contributors must always be acknowledged as the authors of the content of our website.
- 5.2. No person may use the intellectual property, i.e. logos, icons or trademarks, from the Gyro website as hyperlinks or for other purposes without Gyro's prior written consent.

6. SOFTWARE AND EQUIPMENT

- 6.1. 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 the Gyro website and / or download content from the Gyro website.

7. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

- 7.1. These terms and conditions, as well as product and/or service specific terms and conditions, govern the provision of services from or through the Gyro website.
- 7.2. Access to the services, content, software and downloads available from the Gyro website may be classified as "electronic transactions" as defined in terms of the ECT Act. Therefore, Users have the rights detailed in Chapter 7 of the ECT Act, and Gyro has, amongst others, the duty to disclose the following information:
- 7.2.1. The full name and legal status of the website owner:
Gyro Group (Pty) Ltd Registration number 2016/517678/07 or
Street address: 61 Oak Avenue, Highveld TechnoPark,
Centurion.
- 7.2.2. Postal address: Private Bag X260, Pretoria, 0001, South Africa.
- 7.2.3. Physical address for receipt of legal service: The Hub, 61 Oak

Avenue, Highveld TechnoPark, Centurion.

7.2.4. Main business: Real Estate company that owns and manages a diverse portfolio of real estate and masts & towers on behalf of Swiftnet and Telkom SA SOC Limited, providing innovative solutions to the Information & Communication Technology (ICT) and property industries. About us provides a summary of the Business -

<http://www.gyrogroup.co.za/sites/aboutus/>

7.2.5. The website address of Gyro website is:

<http://www.gyrogroup.co.za>

7.2.6. The official e-mail address of the Gyro website is:

<http://www.gyrogroup.co.za/sites/contactus/>

7.2.7. Company's Membership of self-regulatory or accreditation bodies:

ICASA (The Independent Communication Authority of South Africa - www.icasa.org.za). SAPOA, GBC, SAFMA, SAIBPP, WPN, AFRES

7.2.7.1. Business Code of Ethics –

<http://www.telkom.co.za/sites/aboutus/humancapital/values/codeofethics/>

7.2.8. The Manual, published in terms of the Promotion of Access to Information Act, Act 2 of 2000, [available online at

<http://www.info.gov.za/view/DownloadFileAction?id=6818>

7.2.9. Management: - <http://www.gyrogroup.co.za/our-people>

7.2.10. Description of goods and / or services:

<https://www.gyrogroup.co.za/real-estate-portfolio>

<https://www.gyrogroup.co.za/tower-portfolio>

<https://www.gyrogroup.co.za/property-services>

7.2.11. The costs associated with the access and use of content is free.

7.3. Access to, saving and printing of terms

7.3.1. Documents relating to the terms and conditions of use of the Gyro website may be in either PDF or in HTML format.

7.3.2. To view PDF files, an Adobe PDF viewer is required. The Adobe Reader® is available for download from www.adobe.com on the following link <http://get.adobe.com/reader/>

7.3.3. The content may be saved by using either the "save as" or the "print" options provided in the file reader. Alternatively, view the document and make use of the copy and paste special (unformatted text) options to save the content to another format, with User-defined styles in the destination file, such as into a Microsoft Word (.doc) or (.docx) document.

7.4. Alternative dispute resolution

7.4.1. Subject to urgent and / or interim relief, all disputes regarding:

7.4.1.1. access to the Gyro website,

- 7.4.1.2. the inability to access the Gyro website,
- 7.4.1.3. the services and content available from the Gyro website; or
- 7.4.1.4. these terms and conditions,

shall be referred to arbitration in terms of the expedited rules of The Arbitration Foundation of Southern Africa - <http://www.arbitration.co.za/> -and such arbitration proceedings shall be conducted in Pretoria in English. The arbitration ruling shall be final, and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of The Arbitration Foundation of Southern Africa may be downloaded from the following website: <http://www.arbitration.co.za>

7.5. Beginning of service

- 7.5.1. The information or services displayed on the Gyro website are NOT an offer but merely an invitation to do business;
- 7.5.2. By selecting services and by submitting the necessary required/ requested information, the User makes an offer to Gyro, which offer may be accepted and / or declined at Gyro's sole and absolute discretion.

7.6. Complaints concerning the Gyro website

- 7.6.1. Users may lodge complaints concerning the Gyro website with Gyro via email on digital@gyrogroup.co.za or alternatively online on <http://www.gyrogroup.co.za/sites/contact-us/>

8. CHANGES AND AMENDMENTS

- 8.1.1. Gyro reserves the right, in its sole and absolute discretion at any time without prior notice or justification, to change these terms and conditions; change the content and / or services available from the Gyro website; discontinue any aspect of the Gyro website or service(s) available from the Gyro website; and /or change the software and hardware required to access and use the Gyro website.

9. PRIVACY AND CONDITIONS FOR LAWFUL PROCESSING OF PERSONAL INFORMATION ACCORDING TO CHAPTER 3 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013

- 9.1. Gyro 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, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act 4 of 2013 (" POPI"). [The PAIA and POPI Acts are available online at [http://www.info.gov.za/view/DownloadFileAction?id=68186;](http://www.info.gov.za/view/DownloadFileAction?id=68186) https://www.gov.za/sites/default/files/gcis_document/201409/a2-000.pdf]
- 9.2. Gyro may electronically collect, store and use the following personal information of Users:
 - name and surname;
 - identity number;
 - passport number;

- Gyro account number;
 - postal area code
 - street address;
 - postal address;
 - title;
 - contact numbers;
 - non-personal browsing habits and click patterns;
 - e-mail address;
 - IP address; and/or
 - User selected username and password.
- 9.3. Gyro collects, stores and uses the above-mentioned information for the following purposes:
- to communicate requested information to the User;
 - to provide services to the User as requested by the User;
 - to authenticate the User;
 - to provide the User with access to restricted pages on this website;
 - and
 - to compile non-personal statistical information about browsing habits, click-patterns and access to the Gyro website.
- 9.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings. For purposes of this clause, a cookie means a small computer file created by a web browser to save user information for website. Cookies ensure that Gyro can continually improve its website. We utilise "first party cookies" (originating from us) to simply track the User's visits between sessions and deliver a more personalised experience. We also utilise "third party cookies" (not originating from us) to provide traffic analysis and tracking.
- 9.5. Gyro may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- 9.5.1. Gyro shall not disclose personal information from Users unless the User consents thereto;
- 9.5.2. Gyro shall disclose personal information without the User's consent only through due legal process; and
- 9.5.3. Gyro may compile, use and share any information that does not relate to any specific individual.
- 9.6. Gyro owns and retains all rights to non-personal statistical information collected and compiled by Gyro.
- 9.7. This clause serves as a notification to the User to be aware that Gyro will be collecting the above-mentioned personal information;

10. HYPERLINKS TO THIRD PARTY SITES

- 10.1. Gyro may provide hyperlinks to websites not controlled by Gyro ("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.
- 10.2. Gyro 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, inability to use or content available on or through target sites.

11. SECURITY

- 11.1. Gyro shall take all reasonable steps to secure the content of the Gyro website and the information provided by and collected from Users from unauthorised access and / or disclosure. However, Gyro does not make any warranties or representations that content shall be 100% safe or secure.
- 11.2. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act and the requirements for a valid electronic invoice issued by the South African Revenue Service from time to time, if applicable, Gyro is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Gyro website.
- 11.3. Users may not deliver or attempt to deliver, whether on purpose or otherwise, any damaging code, such as computer viruses, robots or spyware, to the Gyro website or the server and computer network that support the Gyro website.
- 11.4. Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Gyro website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Gyro harmless against all liabilities, damages, risks and losses that Gyro and its partners/affiliates may suffer because of such delivery, attempt or damaging code.
- 11.5. Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages and services on the Gyro website and Gyro reserves the right to claim damages from all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 11.6. Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and / or incurred by Gyro and its partners/affiliates due to or related to these illegal actions.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1. Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Gyro (including its shareholders, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - 12.1.1. the reason not directly related to Gyro's gross negligence.
 - 12.1.2. access to the Gyro website;
 - 12.1.3. access to websites linked to the Gyro website;
 - 12.1.4. inability to access the Gyro website;
 - 12.1.5. inability to access websites linked to the Gyro website;
 - 12.1.6. content available on the Gyro website;
 - 12.1.7. services available from the Gyro website;
 - 12.1.7. downloads and use of content from the Gyro website; and / or any other
- 12.2. Gyro 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, before entering this agreement with the Gyro, that the content available from and through the Gyro website meet the User's individual requirements and is compatible with the User's computer hardware and / or software.

- 12.3. Information, ideas and opinions expressed on the Gyro website should not be regarded as professional advice or the official opinion of Gyro, and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Gyro website.
- 12.4. Gyro does not make any warranties or representation that content and services available from the Gyro website shall in all cases be true, correct or free from any errors. Gyro shall take all reasonable steps to ensure the quality and accuracy of content available from the Gyro website.
- 12.5. Gyro does not make any warranties or representations that the Gyro website shall be available always. Users acknowledge that the Gyro website may be unavailable due to updates or other causes beyond the reasonable control of Gyro, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

13. COMMENTS

- 13.1. Gyro does not edit, or scan comments posted by the User or e-mails from the User to Gyro or the Gyro website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings.
- 13.2. Users use the forum service at their own risk and indemnify Gyro against any liability, loss and / or damage resulting from a User's postings.

14. REMOVAL AND CORRECTION OF CONTENT

- 14.1. Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and / or harmful content available from the Gyro website to Gyro and Gyro 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.

15. INTERCEPTION OF COMMUNICATIONS

- 15.1. Subject to the provisions of the Regulation of Interception of Communications and Provision of Communication-related Information Act, Act 70 of 2002 (RIC), the User agrees to Gyro's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) sent or posted by the User to the Gyro website, its staff and employees.
- 15.2. The User agrees and acknowledges that the consent provided by the User in clause 15.1 satisfies the "writing" requirement as detailed in the ECT Act.

16. ENTIRE AGREEMENT AND SEVERABILITY

- 16.1. These terms and conditions constitute the entire agreement between Gyro and the User and shall take precedent over any disclaimers and / or legal notices attached to any communications and / or postings received by Gyro from the User.
- 16.2. Any failure by Gyro to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 16.3. If 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.

17. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

- 17.1. The User and Gyro agree that:
 - 17.1.1. the User shall be bound to these terms and conditions, and such agreement is concluded in Centurion (South Africa) at the time the User enters the Gyro website for the first time;

18. JURISDICTION

This website is governed by, and is to be interpreted in accordance with, the laws of the Republic of South Africa.

19. LEGAL COSTS

- 19.1. Gyro shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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