

Quarphix Terms and Conditions

Version: 1.1

Last Updated: 22 September 2021

1. Agreement Between User and Quarphix

- 1.1. The Quarphix website and any of our digital communications media hereafter referred to as the website and or platform is comprised of various web pages operated by Quarphix or its partner stakeholders.
- 1.2. The website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein, as well as the terms and conditions of Quarphix's Privacy Statement.
- 1.3. Please read these Terms of Use and the Privacy Statement carefully before using the website.
- 1.4. Your use of the Quarphix website constitutes your agreement to all such terms, conditions, and notices.

2. Modification of these Terms of Use

- 2.1. Quarphix reserves the right to change the terms, conditions, and notices under which the Quarphix website is offered.

3. Scope of Use

- 3.1. By accessing Quarphix website, you agree to
 - 3.1.1. use the content of Quarphix website for your personal, informational, non-commercial purposes.
 - 3.1.2. ensure that any information about yourself that you provide to Quarphix through Quarphix website is accurate, complete and current, and
 - 3.1.3. comply with all applicable laws in connection with your use of Quarphix website.
- 3.2. You agree that you will not
 - 3.2.1. use any device, software, or routine to interfere or attempt to interfere with the proper working of Quarphix website, or
 - 3.2.2. take any action that imposes an unreasonable or disproportionately large load on Quarphix website's infrastructure as determined by Quarphix in its own discretion.
- 3.3. Quarphix reserves the right, for any reason, at its sole discretion, to terminate, change, suspend, or discontinue any aspect of Quarphix website at any time.
- 3.4. Quarphix may also impose limits on certain features of the Quarphix website or restrict access to any part or all of the Quarphix website without notice or penalty.

4. Links to Third Party Sites

- 4.1. The Quarphix website may contain links to other websites ("Linked Sites").

- 4.2. The Linked Sites are not under the control of Quarphix and Quarphix is 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.
- 4.3. Quarphix disclaims all liability with regard to your access to any linked website, and any access to any linked website is at your own risk.
- 4.4. Quarphix is not responsible for webcasting or any other form of transmission received from any Linked Site.
- 4.5. Quarphix is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Quarphix of the site or any association with its operators.

5. Links from Third Party Sites

- 5.1. Unless otherwise set forth in a written agreement between you and Quarphix, you must adhere to the linking policy if you wish to link your website to Quarphix website, as follows:
 - 5.1.1. the appearance, position and other attributes of the link may not be such as to damage or dilute the goodwill associated with Quarphix's names and trademarks.
 - 5.1.2. the link must "point" to the URL: <https://www.quarphix.co.za/> and not to other web pages within Quarphix website.
 - 5.1.3. the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Quarphix.
 - 5.1.4. when selected by a user, the link must display Quarphix website on full-screen and not within a "frame" on the linking website; and
 - 5.1.5. Quarphix reserves the right to revoke its consent to the link at any time and in its sole discretion.

6. No Unlawful or Prohibited Use

- 6.1. As a condition of your use of Quarphix website, you warrant to Quarphix that you will not use Quarphix website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
- 6.2. You may not use Quarphix website in any manner which could damage, disable, overburden, or impair Quarphix website or interfere with any other party's use and enjoyment of the Quarphix website.
- 6.3. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Quarphix website.

7. Use of Communication Services

- 7.1. The Quarphix website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services").
- 7.2. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.
- 7.3. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- 7.3.1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 7.3.2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information.
- 7.3.3. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- 7.3.4. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Quarphix website's network, or another's computer.
- 7.3.5. Advertise or offer to sell or buy any goods or services for any business purpose unless such Communication Service specifically allows such messages.
- 7.3.6. Conduct or forward surveys, contests, pyramid schemes or chain letters.
- 7.3.7. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- 7.3.8. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 7.3.9. Restrict or inhibit any other user from using and enjoying the Communication Services.
- 7.3.10. Violate any code of conduct or other guidelines which may be applicable for any Communication Service.
- 7.3.11. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- 7.3.12. Violate any applicable laws or regulations.
- 7.4. Quarphix has no obligation to monitor any messages, content, or any other aspect of the Communication Services.
- 7.5. However, Quarphix reserves the right to review materials posted to a Communication Service and to edit or remove, in whole or in part, any materials in its sole discretion.
- 7.6. Quarphix reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 7.7. Always use caution when giving out any personally identifiable information about yourself, your children or other persons in any Communication Service.
- 7.8. Quarphix does not endorse the content, messages or information found in any Communication Service and, therefore, Quarphix specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.
- 7.9. Managers and hosts are not authorized Quarphix.
- 7.10. Live spokespersons, and their views do not necessarily reflect those of Quarphix.
- 7.11. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination.
- 7.12. You are responsible for adhering to such limitations if you download any materials.

8. Material Provided to Quarphix or Posted at Quarphix Website

- 8.1. Quarphix does not claim ownership of the materials you provide to Quarphix (including feedback and suggestions) or post, upload, input or submit to the Quarphix website (collectively "Submissions").

- 8.2. However, by posting, uploading, inputting, providing or submitting your Submission you are granting Quarphix and its sublicensees permission to use your Submission in connection with Quarphix's operations including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.
- 8.3. No compensation will be paid with respect to the use of your Submission.
- 8.4. Quarphix is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Quarphix's sole discretion.
- 8.5. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

9. Warranty Disclaimer

- 9.1. Quarphix and/or its agents and representatives make no representations about the suitability, reliability, availability, timeliness, and accuracy of the content, information, software, products, services and related graphics contained on Quarphix website for any purpose.
- 9.2. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind, whether express or implied.
- 9.3. Quarphix and its agents and representatives hereby disclaim all warranties and conditions with regard to any content, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 9.4. You are responsible for taking all necessary precautions to ensure that any content or information you may obtain from the Quarphix website is free of viruses.
- 9.5. Quarphix makes no representations or warranties that use of Quarphix website will be uninterrupted or error free.

10. Exclusion of Liability

- 10.1. To the maximum extent permitted by applicable law, in no event shall Quarphix and/or its agents or representatives be liable for any direct, indirect, punitive, incidental, special, or consequential damages, or;
- 10.1.1. Any damages whatsoever arising out of or in any way connected with the use or performance of Quarphix website, with the delay or inability to use the Quarphix website, or;
- 10.1.2. Related services, the provision of or failure to provide services, or for any content, information, software, products, services and related graphics obtained through Quarphix website, or otherwise arising out of the use of Quarphix website, whether based on contract, tort, negligence, strict liability or any other theory, even if Quarphix, or;
- 10.1.3. Any of its agents or representatives has been advised of the possibility of damages.
- 10.2. Because some provinces/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
- 10.3. If you are dissatisfied with any portion of Quarphix website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Quarphix website.

11. Remedies/Termination/Access Restriction

- 11.1. Quarphix reserves the right to seek all remedies at law and in equity for violations of these Terms of Use, including, in its sole discretion, the right to terminate your access to the Quarphix website and the related services or any portion thereof at any time, without notice.

12. General

- 12.1. This agreement is governed by the POPIA Act No. 4 of 2013, of the Republic of South Africa, without regard to its conflicts of law's provisions.
- 12.2. Use of Quarphix website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.
- 12.3. The information provided on Quarphix website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Quarphix or its affiliates to any registration requirement within such jurisdiction or country.
- 12.4. Quarphix makes no representation that the information in Quarphix website is appropriate or available for use in other locations, and access to Quarphix website from territories where the content or information on Quarphix website or use of the content or information offered herein may be illegal is prohibited.
- 12.5. Those who choose to access Quarphix website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.
- 12.6. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Quarphix as a result of these Terms of Use or your use of Quarphix website.
- 12.7. Nothing contained in these Terms of Use or the Privacy Statement is in derogation of Quarphix's right to comply with governmental, court and law enforcement requests or requirements relating to your use of Quarphix website or information provided to or gathered by Quarphix with respect to such use.
- 12.8. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and exclusions of liability set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.
- 12.9. Unless otherwise specified herein, these Terms of Use, the Privacy Statement and any other policies to which these Terms of Use may refer constitute the entire agreement between you and Quarphix with respect to the Quarphix website and they supersede all prior communications, whether electronic, oral or written, between the user and Quarphix with respect to the Quarphix website.
- 12.10. A printed version of these Terms of Use, the Privacy Statement and any other policies to which these Terms of Use may refer and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use and your use of the Quarphix website to the same extent and subject to the same conditions as documents and records originally generated and maintained in printed form.
- 12.11. You expressly consent to the presentation of these Terms of Use and all other documents related to your use of the Quarphix website in the English language.

13. Copyright and Trademark Notices

- 13.1. All contents of Quarphix website are subject to copyrights owned by Quarphix or its licensors.
- 13.2. Except for your personal, informational, non-commercial use as authorized above, you may not reproduce, modify, or distribute any text, graphics or other content on the Quarphix website without written permission from Quarphix.
- 13.3. Trademarks
 - 13.3.1. Quarphix and its accompanying logo are trademarks of Quarphix.
 - 13.3.2. Unauthorized use of any mark owned by Quarphix may be a violation of Quarphix's legal rights.
 - 13.3.3. The names of companies mentioned herein may be the trademarks of their respective owners.

14. Question/Comments/Concerns

- 14.1. If you have any questions, comments, or concerns about the Terms of Use, you may contact Quarphix by e-mailing info@quarphix.co.za.