

1. Terms and Conditions of Use

- 1.1 Thank you for using www.klmempowered.com (the "Site"). These terms of service cover your use and access to the products, services, software, platform, virtual learning environments and websites (collectively "Services") provided by KLM Empowered Human Solution Specialists Pty Limited and any of our affiliates (collectively "KLM Empowered").
- 1.2 By using our Services, you agree to be bound by these terms as well as our Privacy Policy.
- 1.3 If you are using our Services as the employee or agent of an organisation, you are agreeing to these terms on behalf of that organization.
- 1.4 By using this website, you confirm that you are eighteen years or older and therefore, able to contract with KLM Empowered.
- 1.5 By using this site you agree and acknowledge that by using the service you are accepting a benefit that cannot be discharged or transferred to or by a third party.
- 1.6 These terms and conditions become effective when you access the site for the first time and constitute a binding agreement between KLM Empowered and the user. The current terms and conditions will govern our respective rights and obligations each time you access this site.

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1.7 Your continued use of the Services and Site will signify your acceptance of the changes. If you do not accept the changes your sole and exclusive remedy is to discontinue using the Site. The latest Terms will be posted on the Site and you should always review them prior to using the Site.

2. Definitions

2.1 The words "User", "you" and "your" refer to the individual or entity that creates an account as a Customer or who makes use of the Site.

2.2 The words "we", "us" and "our" refers to KLM Empowered.

2. Overview and Content

3.1 We take reasonable steps to provide accurate information through our site, but all information viewed or accessed from this Site is provided in an "as is" basis, without any warranty, whether express or implied.

3.2 You may only use information on the Site for personal use. Any use or reliance on this Site, the contents of this Site or the information provided through this Site will be at your sole risk. We make no representations or warranties whatsoever as to the accuracy of the information contained in this Site. Any articles, guides or information of any nature provided on this Site is summarised content, and may not be applicable to your particular situation and should therefore not be relied upon solely by you for any purpose.

- 3.3 We do not warrant that this Site or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by us will continue to operate, will operate without interruption or will be error-free or that it will be free from any software virus or another harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or resulting loss of data caused as a result of any use of this site.
- 3.4 When you visit the Site or send emails, you are communicating with us electronically. You therefore consent to receive communication from us electronically. We will communicate with you by e-mail or posting notices on the Site.
- 3.5 You agree that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.
- 3.6 You agree to provide us with, and maintain in your account profile with us, your current and active email address as well as current physical address.

4. Rights and Obligations of the User

- 4.1 You will be required to provide certain information about yourself including but not limited to, your name, contact numbers, and email address as well.
- 4.2 You need to ensure that the information provided is correct, complete and not misleading as this may impact the type of feedback or response received.
- 4.3 You agree and acknowledge that you will not use the Site in an unlawful manner or in a manner not approved in terms of these Terms.
- 4.4 This Acceptable use Policy ("AUP") sets out the parameters within which you must make use of the Site and in so doing you agree to be bound by the AUP.

4.5 You may not use our site to engage in illegal, abusive or irresponsible behavior, including but not limited to:

- Unauthorised access to or use of data, services, systems, networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentications measures without our express authorisation.
- Monitoring data or traffic on any network or system without authorisation.
- Interference with service to any user, host or network including, without limitation, sending of or causing the sending of, numerous duplicate automated and excessive, similar emails, flooding, deliberate attempts to overload a system and broadcast attacks.
- Use of an internet account or computer without our authorisation, including, but not limited to, internet scanning, password robbery, security hole scanning and port scanning.
- Collection of third party information without their consent.
- The intentional or negligent dissemination of any malicious code (meaning anything that contains any back door, time bomb, Trojan horse, worm, drop dead device, computer virus or other computer software routine or code intended or designed to permit access to or the use of a computer system by an unauthorised third party, or disable, damage, erase, disrupt or impair the normal operation of a computer system).
- Any activity or conduct that is likely to result in retaliation against us or the Site.

- 4.6 You must take reasonable security precautions. If a password is applicable you should not permit a common word to be used as a password. You must protect the confidentiality of your password, not share it with any other person, and you should change your password regularly.
- 4.7 You may not send unsolicited emails, whether of a commercial or non-commercial nature, to any person who has indicated that he does not wish to receive it.

5. Offensive Content

- 5.1 You must comply with the rules of any other network you access or participate in using the Site.
- 5.2 Content published or transmitted via the Site includes, web content, email, bulletin board posting, chat and any other type of posting, display or transmission that relies on the internet. You may not publish, display or transmit via the Site any content that we reasonably believe:
- Constitutes child pornography or is otherwise obscene, sexually explicit or morally repugnant.
 - Is excessively violent, incites violence, threatens violence, or contains harassing content and hate speech.
 - Is unfair or deceptive under the consumer protection laws of any jurisdiction, including in relation to chain letters and pyramid schemes.
 - Is defamatory or violates a person's privacy;
 - Creates risk to a person's health or safety, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement.

- Improperly exposes trade secrets or other confidential or proprietary information of another person.
- Is intended to assist others in defeating technical copyright protections.
- Clearly infringes another person's trade or service mark, patent, or other intellectual property right.
- Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking.
- Is discriminatory in any way, including by way of sex, race or age discrimination.
- Is otherwise illegal, or solicits conduct that is illegal under laws applicable to you or us.
- Is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.

6. General Prohibitions

6.1 You agree to not engage in any of the following activities as a result of your use of the Site:

- Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless the rights thereto are owned or controlled by you or you have the required authority to do so, and have received all necessary consent to the intellectual property.
- Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.

- Delete any legal notices, labels or anything else in the site content that displays authorship or ownership in any file that is uploaded.
- Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.
- Download any file posted by another user of a forum you know, or reasonably should know, cannot be legally distributed.
- Use any communications or content or other information obtained through the Site in a matter that is competitive with us or the Site.
- Allow any third party to use your username or password in any manner than is permitted by these Terms.

6.2 Consequences of violating the AUP are as follows:

- You agree and acknowledge that we will not be held liable for content created by you, and you maintain all responsibility for your actions and statements made on the Site.
- We reserve the right to remove content created by the User at any time and to suspend your access to the Site.
- We may, without notice to you, report to the appropriate authorities any conduct by you that we believe violates applicable laws and provide any information we have about you and co-operate in response to a formal and informal request from a law enforcement or regulatory agency investigating such activity, or in response to a formal request in a civil action that on its face meets the requirements for such request.

7. Privacy and Security

- 7.1 KLM receives various types of information from the Users who access the Site.
- 7.2 While KLM will make every effort to protect any information received by it, it is possible for internet based communication to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured nor guaranteed.
- 7.3 KLM will not be held responsible for any damages the User or any third party may suffer as a result of transmission of confidential or personal information that the User submits to us through the internet, or for the information that the User expressly or implicitly authorises KLM to receive, or for any changes, or errors made to any transmitted information.
- 7.4 Communications on this Site is not confidential and shall not be the subject of any privileges.
- 7.5 Communications on this Site are limited and do not involve in-person evaluations, or visits, and do not include safeguards and procedures typical of in-person evaluations and consultations.

8. Third Party Websites

- 8.1 This Site may contain hyperlinks to websites owned and operated by third parties. We are not responsible for the content of such websites, nor do we accept any liability in connection with such websites regardless of whether or not the link has been permitted by us.

The fact that a website is linked to this website does not imply that we sponsor, endorse or approve the contents, or that we are affiliated or associated with the entity that owns or is responsible for such third-party websites.

9. Intellectual Property Rights

- 9.1 All elements of the Website, including but not limited to the images, text, databases, icon, hyperlinks, software, private information, photographs, graphics, illustrations, artwork, design, names, logos and trademarks (collectively, the "Content"), are protected by copyright, trademark, design and other South African and international laws relating to intellectual property.
- 9.2 The User may access, download, view and print content from the Website for private and non-commercial purposes. No portion or element of the Website or the Content contained thereon may be reproduced or transmitted via any means.
- 9.3 The Website, its Content and all related rights shall remain the exclusive property of KLM Empowered.
- 9.4 Any email addresses, names, telephone numbers and fax numbers appearing on the Website may not be incorporated by any third party into any database or used for any marketing or other purposes whatsoever.
- 9.5 The trademarks, names, logos, and service marks (collectively "Trademarks") displayed on the Website are the registered and unregistered Trademarks of KLM Empowered. Nothing on the Website should be construed as granting any license or right to use any Trademarks without the written permission of Penthouse Media.
- 9.6 Except as specified in these terms and conditions, the User is not granted a license or any other right including without limitation under Copyright,

Trademark, Patent or other Intellectual Property rights in or to the Content and Trademarks.

9.7 The contents of this website may not be transmitted, transcribed, reproduced, stored or translated into any other form without prior written permission.

9.8 All rights in and to the Content and Trademark is reserved and retained by KLM Empowered.

10. Permission for Hyperlinks

10.1 No User may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as "Linking"), to the Website or any subsidiary pages before receiving KLM Empowered prior written approval, which may be withheld or granted subject to the conditions KLM Empowered may specify from time to time.

10.2 An application for Linking must be submitted to life@klmempowered.com.

10.3 Once received KLM Empowered will do its best to respond and enter into further discussions with the User. If the User does not receive a written response from KLM Empowered within 5 business days after submitting the request, the user must consider the request as having been rejected.

10.4 A breach of this provision entitles KLM Empowered to take legal action without prior notice to the User and the User agrees to reimburse KLM Empowered with the costs associated with such legal action, on an attorney and own client scale.

11. Disclaimer and Limited Liability

- 11.1 Notwithstanding the fact that hyperlinks exist in the terms and conditions, to facilitate access to notices, policies and legislation that are incorporated into the terms and conditions, the User agrees that in those instances, where some or all of the hyperlinks malfunction or are not operational, such occurrence shall not affect the validity or enforceability of the terms and conditions.
- 11.2 The User undertakes to, at their own convenience and discretion, review and acquaints themselves with necessary documents and/or terms.
- 11.3 External links may be provided for your convenience, but they are beyond the control of KLM Empowered, and no representation is made as to their content. use of reliance on any external links provided is at the User's own risk. When visiting external links you must refer to that external website's terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to the Website without the express prior written permission of KLM Empowered.
- 11.4 No warranty, whether express or implied, is given that any files, downloads, or applications available via the Website is free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of the User's computer, database, network or other information system.
- 11.5 Although KLM Empowered has taken reasonable care to ensure that the Content on the Website is accurate and that the User will not suffer loss or damage as a result of the use of the Website, use of the Website is entirely at the User's own risk. The User assumes full responsibility for any loss or damage resulting from their use of the Website and their reliance on any of the Content or any part/s thereof, contained on the Website.

11.6 KLM Empowered makes no warranty or representation as to the availability, accuracy or completeness of the Content, which may include typographical errors.

11.7 Neither KLM Empowered nor any affiliate or subsidiary of KLM Empowered shall be held liable for any direct or indirect, special, consequential or other damage of any kind whatsoever suffered, or incurred, relating to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if KLM Empowered was expressly advise of this.

12. Indemnity

The User unconditionally and irrevocably indemnifies and holds KLM Empowered harmless against all and any loss, liability, actions, lawsuits, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay of performance of the services offered on the Website, the use of the services offered on the Website, the Content available on the Website or any other matter, directly, or indirectly, related to the User's use of the Website, whether due to KLM Empowered's negligence or not.

13. Territorial Jurisdiction

13.1 This Website is controlled, operated and administered by KLM Empowered from its offices within the Republic of South Africa.

13.2 KLM Empowered makes no representation that the Content is appropriate or

available for use in any other location/s or countries.

13.3 Access to the Website from territories or countries where the Content is illegal is prohibited.

13.4 The User may not use this Website in violation of South African export laws and regulations.

13.5 If the User accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

13.6 These terms and conditions shall be governed by the laws of the Republic of South Africa and the User consents to the jurisdiction of the Magistrate Court.

14. General

14.1 The headings of the clauses in the terms and conditions are provided for convenience and ease of reference and will not be used to interpret, modify or amplify the terms and conditions.

14.2 The terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the Terms and Conditions.

14.3 KLM Empowered failure or delay to exercise or any particular right or provision of the terms and conditions shall not constitute a waiver of such right or provision, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice KLM rights to take subsequent action against the User, unless acknowledged and agreed to by KLM Empowered in writing.

14.4 Neither the User nor KLM Empowered shall be bound by any express, tacit or

implied representation, warranty, promise nor the like not recorded herein.

These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral between the User and KLM Empowered in respect of the subject matter hereof.

14.5 KLM Empowered shall be entitled to cede, assign, and delegate all or any of its right and obligations in terms of these terms and conditions.

15. Force Majeure

15.1 Should KLM be prevented from fulfilling any of its obligations to the User as a result of any event of *force majeure*, then those obligations shall be deemed to have been suspended to the extent that and for as long as KLM Empowered is so prevented from fulfilling them and the User's corresponding obligations shall be suspended to the corresponding extent.

15.2 In the event that *force majeure* continues for more than ten business days after it has first occurred then KLM Empowered shall be entitled, but not obliged, to terminate all of its rights and obligations in terms of or arising out of these terms and conditions by giving notice to the User.

15.3 An event of *force majeure* shall mean any event or circumstance whatsoever which is not within the reasonable control of including, without limitation, vis major, casus fortuitous, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, any requirement of any government or other competent local authority, any court order, export control, or shortage of transport facilities.

16. Entire Agreement

16.1 The terms and conditions, as varied by KLM Empowered from time to time, constitute the entire and sole agreement between KLM Empowered and the User with regard to the use of the Site.

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KLM Empowered