

JUST ENERGY TRANSITION FUNDING PLATFORM SITE TERMS OF USE

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Introduction

Please read these terms of use carefully. By accessing or using this site ("Site") and/or the services offered through it ("Services"), you agree to be bound by the terms and conditions described herein and by all other terms, policies and guidelines incorporated by reference. If you do not agree to all of these terms and conditions, do not use the Site and/or Services.

These terms and conditions of use ("Site Terms") apply to your use of the Site and the Services, and do not alter in any way the terms or conditions of any other agreement you may have with **Just Energy Transition Project Management Unit (JET PMU)** ("us", "we", "our"), its subsidiaries or affiliates. By using this Site and any Services, you represent and warrant that you are over the age of 18 (or the age of majority in your country) and are lawfully able to accept these Site Terms. If you are using the Site or any Services on behalf of any entity, you further represent and warrant that you are authorised to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify us for violations of these Site Terms.

Privacy Policy

We are committed to protecting your privacy. Please refer to our <https://jetfundingplatform.org.za/privacypolicy.pdf> for information on how we collect, use and disclose personal information. The terms of our <https://jetfundingplatform.org.za/privacypolicy.pdf> (as amended from time to time) are incorporated herein by this reference.

Ownership of the Site, its Contents and the Services

You acknowledge that this Site and the Services are owned by, and all intellectual property rights therein vest in, us, our licensors, advertisers or third-party content providers (as applicable) and that any unauthorised use thereof is expressly prohibited. Unless otherwise indicated, all of the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof ("Site Content"), as well as all Services are owned by us, our licensors, advertisers or third-party content providers (as applicable).

All elements of the Site, including the Site Content and the Services are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

We reserve the right at any time to change or discontinue, without notice, any aspect or feature of the Site.

Use of the Site

This Site and the Site Content are intended for our users. You may not use this Site or the Site Content for any purpose not related to your access to and use of the Services, or any other personal and non-commercial purposes.

You are specifically prohibited from: (i) printing, downloading, copying, adapting or re-transmitting any or all of the Site or the Site Content otherwise than through your *bona fide*, personal, non-commercial use of the Site without, or in violation of, a written licence or agreement with us; (ii) using any data-mining, robots or similar data-gathering or extraction methods; (iii) manipulating or otherwise displaying the Site or the Site Content by using framing or similar navigational technology; (iv) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any of our Services if you are not expressly authorised by such party to do so; and (v) using the Site, the Site Content or the Services other than for their intended purpose. Such unauthorised use may also violate applicable laws, including, without limitation, copyright and trademark laws, the laws of privacy and publicity, and applicable communications legislation and regulations.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa, the country from which you export the data or the country in which you reside.

Trademarks

Our logos and any other product or service name or slogan contained in the Site are registered or unregistered trademarks of us, our suppliers and/or licensors, and may not be copied, imitated or used, in whole or in part, without our prior written permission or the prior written permission of the applicable trademark holder. You may not use metatags or any other HTML tags, comments or hidden text utilising "Just Energy Transition" or any other name, trademark or product or service name of ours without our prior written permission. In addition, the look and feel of the Site (including, without limitation, all page headers, custom graphics, button icons and scripts) is our service mark, trademark and/or trade dress and may not be copied, imitated or used, in whole

or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Links

You may not use any of our logos or other graphic proprietary to us to link to this Site (or any other site) without our express written permission. Further, you may not frame any of our trademarks, logos or other proprietary information, including the Site Content, without our express written consent.

We make no claim or representation regarding, and accept no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under our control, and we are not responsible for the contents of any linked site, or any link contained in a linked site, or any review, changes or updates to such sites. We provide such links (if any) to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by us of any site or any information contained therein. When you leave the Site, you should be aware that these Site Terms as well as our policies no longer apply. You should review the applicable terms, conditions and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we will not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

Registration and Account Security

Registration on the Site is required to make use of certain features of the Site, in particular the Services. By registering on the Site, you consent to our use of the information provided by yourself on the registration page ("[Registration Information](#)") for the purpose of delivering the Services and in accordance with our <https://jetfundingplatform.org.za/privacypolicy.pdf>

We reserve the right to suspend or cancel your account at any time or to refuse account applications for any reason that we, in our sole and absolute discretion, deem appropriate, including, without limitation: (i) providing false, inaccurate, outdated, incomplete or inappropriate Registration Information, (ii) defaulting on the payment of any fees, (iii) it coming to our attention that you are a minor or are otherwise not permitted or authorised to use the Site or to register thereon, (iv) any attempt to defraud us or other users or accountholders or to make untrue, defamatory or malicious comments about us or other users or accountholders, and (v) any violation of these Site Terms, the Service Terms or any applicable laws or regulations.

You are required to inform us immediately of any change to your Registration Information by updating it on the Site or by informing us by e-mail if this fails. You indemnify and hold harmless us, our subsidiaries, affiliates, licensors, employees and agents against any loss or damage that may arise from the reliance by us, another user of the Site or any other third party on your Registration Information.

You agree to: (i) maintain the security of your password and identification; (ii) notify us immediately of any unauthorised use of your account or other breach of security; (iii) accept all responsibility for any and all activities that occur under your account; and (iv) accept all risks of unauthorised access to the Registration Information and any other information you provide. You hereby indemnify and hold us harmless for any liability or damage that may arise as a result of the compromise of your account's security.

Information Use

You agree, subject to our <https://jetfundingplatform.org.za/privacypolicypdf> to our use, storage and disclosure of your Registration Information, personal information and any other information you may provide to us directly or authorise us to access through a third party for the following purposes:

- We will use such information for providing the Services, exercising our rights and for performing our legal obligations under these Site Terms. We may also use it to contact you, to conduct research about our customers and to track and record the manner in which you use Services, the Site Content and the Site. Contact may be made via our third-party contractors or affiliates. You acknowledge that there is certain information that we must use in order to be able to provide the Services. If, for any reason, we are not permitted to use such information, we may not be able to perform our obligations under

these Site Terms. You acknowledge that, in such circumstances, you will still be obliged to pay our fees in respect of the Services.

- We will only use such information to the extent necessary for us to provide the Services, for performing our rights and obligations under these Site Terms and for performing our legal obligations hereunder. We acknowledge that such information is your proprietary and confidential data and that under no circumstances may we exploit that data for our own purposes not specifically relating to providing you the Services, save where you have consented to the contrary.
- The information which you submit and store via the Site may be stored on our computer servers, which servers may be controlled, hosted and managed by our affiliates or third-party contractors, who will be bound to these confidentiality and privacy provisions.
- We will disclose such information and other relevant information to our affiliates and third-party contractors who assist us (and our affiliates) to provide the Services and the Site, who will be bound to these confidentiality and privacy provisions.
- We may access and use non-identifying and aggregated usage information and transaction volumes in order to better understand how our customers are using the Services and the Site so we can improve the system design and, where appropriate, have the system prompt users with suggestions on ways to improve their own use of the system.

Services

We grant you a non-exclusive and non-assignable licence to access and use the Services and Site Content strictly via the Site and in accordance with these Site Terms.

Except as expressly permitted by these Site Terms or by separate written arrangement with us, you agree not to, and agree to ensure that no other party permits any other person, directly or indirectly, to, access, use or otherwise exploit the right and ability to use the Services or Site Content in any way, including by permitting it to be either (i) re-sold, distributed, sublicensed, loaned, transferred or provided to others in a similar way; or (ii) used as a hosted, bureau, outsourcing, or similar service, or to use or copy (irrespective of the extent of copying) the whole or any part of the graphic user interface of the Services or the Site for incorporation into or the development of any software or other product or technology.

When accessing and using the Services, the Site Content or the Site, you must: (i) not attempt to undermine the security or integrity of our computing systems or networks or, where the Services, the Site Content or the Site are hosted by a third party, that third party's computing systems and networks; (ii) not use, or misuse, the Services, the Site Content or the Site in any way which may impair the functionality thereof, or impair the ability of any other user to use it; (iii) not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services, the Site Content or the Site is hosted; (iv) not modify, translate, or create derivative works based on the Services, the Site Content or the Site, nor reproduce, reverse assemble, decompile or reverse-engineer the Services, the Site Content or the Site, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Services, the Site Content or the Site or any files contained in or generated by the Services, the Site Content or the Site, nor may you permit any third party to do so; and (v) not merge or combine the whole or any part of the Services, the Site Content or the Site with any other software or documentation without our prior written consent.

We will use reasonable endeavours to keep the Services available at all times. However, you agree that we will not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from the unavailability of, or any interruption in, the Services for any reason whatsoever. We will use our best endeavours to notify you of any maintenance and repairs which may result in the Services being unavailable, but do not warrant that such notice will be given in advance, especially in the case of unplanned maintenance or repairs.

Interactive Areas

The Site may include interactive areas or services, including, without limitation, blogs, discussion forums, chat rooms, bulletin boards, message boards, online hosting or storage services, intranets or extranets, or other areas or services in which you, registered Site members or third parties create, post or store any information, content, messages, comments, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, download, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- Any message, comment, data, document, file, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libellous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity

rights, abusive, inflammatory, in breach of an obligation of confidentiality, fraudulent or otherwise objectionable or that you know or have reason to believe is incorrect, inaccurate, misleading or outdated;

- User Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contract right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
- User Content that constitutes spam, is machine- or randomly generated, that contains unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, to further unlawful acts (e.g., phishing) or to mislead recipients as to the source of the material (e.g., spoofing);
- Private information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, identity numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- User Content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all capital letters, or continuous posting of repetitive text), or which may expose us or our users to any harm or liability of any type.

Further, you agree not to delete or revise any User Content posted by any third party. We take no responsibility and assume no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor are we liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. As a provider of interactive services, we are not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area.

Although we have no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, and no User Content is endorsed, reviewed or approved by us, we reserve the right, and have absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense.

Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. You acknowledge and agree that we may access, use or disclose any information about you or your use of this Site, including, without limitation, any User Content to comply with the law or any legal process; protect and defend our rights or property; or to protect our safety and the safety of our employees, customers or the public.

If you delete any of your User Content, we will use reasonable efforts to remove it from the Site, but you acknowledge that such deleted User Content (or references to it) may persist due to caching and may, therefore, not immediately be made unavailable.

If you post User Content to the Site, unless we indicate otherwise, you grant us and our affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media, subject to our <https://jetfundingplatform.org.za/privacypolicy.pdf>. You grant us and our affiliates and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (i) you own and control all of the rights to the User Content that you post, or you otherwise have the right to post such User Content to the Site; (ii) the User Content is accurate and not misleading; and (iii) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

Warranties and Undertakings

You undertake to conduct all dealings with us and with other users of the Site with the utmost good faith and in accordance with all applicable laws.

You represent and warrant that all information you supply to the Site (including, without limitation, your Registration Information) is truthful, accurate and up to date and you undertake to update your Registration Information if at any time it becomes misleading, inaccurate, outdated, inappropriate or unlawful.

Indemnification

You agree to defend, indemnify and hold us harmless, as well as our subsidiaries, affiliates, licensors, employees, agents, sponsors, third party information providers and independent contractors, against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your registration on or use of the Site and the Services (including, without limitation, any information you disclose in any dealings you have with any other user of the Site), any User Content that you post, store or otherwise transmit on or through the Site or any third-party User Content on which you may rely, your conduct, your use of or inability to use the Site or the Services, your failure to perform any of your obligations in terms of the Site Terms or Service Terms, your breach or alleged breach of the Site Terms or the Service Terms or of any representation or warranty contained therein, your unauthorised use of the Site Content or Services, or your violation of any rights of another.

Disclaimer

This Site, the Services, the Site Content and the User Content are provided "as is" and we and our directors, members, employees, content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. We will not be liable for any damages of any kind arising from the use of this Site, the Services, the Site Content or the User Content, or the unavailability of the same, including, but not limited to, business interruption, loss of business information, loss of data, loss of profits and any direct, indirect, incidental, punitive, special or consequential damages. The functions embodied on or in the materials of this Site or the Services are not warranted to be uninterrupted or without error. You, not us, assume the entire cost of all necessary servicing, repair or correction due to your use of this Site, the Services, the Site Content or the User Content. We make no warranty that the Site, the Site Content or User Content are free from infection by viruses or anything else that has contaminating or destructive properties.

We use reasonable efforts to ensure the accuracy, correctness and reliability of the Site Content, but we make no representations or warranties as to the Site Content's accuracy, adequacy, correctness, quality or reliability. You bear all risks from any use or results of using any information, the Site Content or the Services and are solely responsible for validating the integrity of any information received from the Site, the Site Content and the Services.

We do not have direct control over all of the Site Content, make no representations or warranties whatsoever in respect thereof and expressly disclaim any liability in connection therewith. If you find the Site Content, or any part thereof, offensive or believe that any of the Site Content infringes upon any copyright that you own or control, you may file a notification of such complaint or infringement as set forth below.

Limitation of Liability

In no event shall we, our directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, delict (including, but not limited to, negligence) or otherwise, arising out of or in any way connected with the use of the Site, the Services, the Site Content, the User Content or the materials contained in or accessed through the Site, including, without limitation, any damages caused by or resulting from your reliance on any information obtained from us, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorised access to our records, programs or services. We shall not be liable to you or to any other person in respect of any loss or damage of whatsoever nature caused by or arising from any of the following circumstances, and you hereby expressly indemnify us against any claims in respect of such loss or damage resulting from or related to your use of or inability to use the Site, the Services, the Site Content or the User Content: (i) any fact or circumstance beyond our reasonable control; (ii) any breakdown in the service provided by any Internet service provider (including, but not limited to a line failure); (iii) the performance or unavailability of the Site, or any other Web site or database to which it is connected; (iv) any suspension or interruption in the provision of access to the Site or the Services; (v) any breach of privacy or security by any person or entity; (vi) the loss, damage, destruction, theft, contamination or corruption of any data, Registration Information or content accessible by means of the Site; (vii) the preservation and integrity of any text or any other form of data, Registration Information or Site Content which is contained on or accessible from the Site;

(viii) any publication or use of any Registration Information, Site Content or data contained on or accessible from the Site; or (ix) your access to the Internet or the Site. In no event shall our aggregate liability, whether in contract, warranty, delict (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site and/or Services exceed any compensation you pay, if any, to us for access to or use of the Site and/or the Services, as the case may be.

Statutory Rights and Disclosures

You may have additional rights under your local laws that these Site Terms cannot change. In such event, these Site Terms are to be interpreted in such a way so as not to negate those rights. We hereby disclose the following information to you as a consumer:

- We, **JET PMU**, are a unit in the Presidency registered in terms of the laws of the Republic of South Africa.

You may contact us through this Site or via e-mail at helpdesk@jetfundingplatform.org.za.

Depending on whether the Consumer Protection Act 68 of 2008 (as amended) is applicable, you may be entitled to cancel, without reason and without penalty, any transaction for the supply of the Services within seven days from the date on which you sign up for such Services, as the case may be, in which event we will refund you in full within 30 days of such cancellation.

Dispute Resolution and Governing Law

These Site Terms are governed by and will be interpreted according to the laws of the Republic of South Africa, and all disputes, claims and other matters in connection with these Site Terms will be determined in accordance with such laws.

Any dispute relating in any way to your use of the Site, the Services, or the Site Content will be submitted to confidential arbitration to be held in Sandton under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Site Terms may be joined to an arbitration involving any other party subject to the Site Terms, whether through class arbitration proceedings or otherwise.

Termination

Notwithstanding any of these Site Terms, we reserve the right, without notice and in our sole discretion, to terminate your account and/or to restrict or block your use of the Site.

Miscellaneous Provisions

These Site Terms (as varied from time to time in accordance with the "*Changes to Site Terms*" section below) constitute the sole record of the agreement between you and us in relation to your use of the Site. Neither you nor we will be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated, these Site Terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the Site. Notwithstanding the foregoing, our licensors, advertisers or third-party content providers may be granted access to the Site by virtue of a separate written agreement with us. If this applies to you, these Site Terms must be read in conjunction with such agreement, which takes precedence over these Site Terms in the event of any conflict.

Failure or neglect by us to enforce at any time any of the provisions of the Site Terms may not be construed as a waiver of our rights. Any waiver of any provision of the Site Terms will be effective only if in writing and signed by us.

If any provision of these Site Terms is found to be unenforceable, wherever possible this will not affect any other provision, and each will remain in full force and effect.

Any rights not expressly granted herein are reserved.

Changes to Site Terms

We reserve the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in our sole discretion. When we make changes, we will revise the "*Last Updated*" date at the top of these Site Terms. Any changes will be effective immediately upon posting on the

Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit this Site.

Contact Information

Questions or comments about the Site or Site Terms may be directed to us at helpdesk@jetfundingplatform.org.za