

TS&C'S

IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE AND YOUR INVOLVEMENT WITH MILLION PLUS IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT BELOW. BY USING THIS WEBSITE AND AGREEING TO JOINING THE REVOLUTION, YOU AGREE TO OBSERVE ALL TERMS & CONDITIONS, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE. IF YOU DO NOT AGREE WITH ANY TERM OF THESE TERMS AND CONDITIONS, YOU MUST CEASE YOUR ACCESS OF THIS WEBSITE AND YOUR INVOLVEMENT WITH MILLION PLUS IMMEDIATELY.

1. Definitions

- 1.1. "Million Plus" means a recycling revolution initiative by Polyco.
- 1.2. "Polyco" or "We" or "Us" means Polyolefin Recycling Company NPC (Registration number 2011/009920/08), a non-profit company registered in the Republic of South Africa.
- 1.3. "Recommended Events" means events, community projects, campaigns, projects, drives, or any similar events, which Polyco may recommend via the Website, electronic communication, or any other platform Polyco may choose from time to time.
- 1.4. "Website" means the websites of Polyco at URL www.polyco.co.za, and www.millionplusrecyclers.co.za or such other URL as Polyco may choose from time to time.
- 1.5. "You" or the "user" means any person who registers to be a part of Million Plus or accesses this Website for any purpose.

2. Use Subject to these Terms and Conditions

- 2.1. Your use of and access to this Website and your involvement with Million Plus is at all times governed by the terms of these Terms and Conditions, and by registering on this Website or accessing it in any way, you agree to adhere to the provisions thereof. Your agreement to these Terms and Conditions will be deemed to have been given on the date when you first accessed this Website.
- 2.2. If you do not agree to these Terms and Conditions, you must cease your access of this Website and your involvement with Million Plus immediately.
- 2.3. These Terms and Conditions include the Polyco Privacy Policy, which is included herein by reference.
- 2.4. Please note that, due to legal and other developments, Polyco may be required to amend these Terms and Conditions from time to time without notice. It is your duty to remain apprised of the current version of these Terms and Conditions. Continued use of the Website and involvement with Million Plus subsequent to any amendments having been affected constitutes your acceptance of the Terms and Conditions as amended.

3. Joining Million Plus

3.1. Upon accepting these Terms and Conditions, you agree and acknowledge to provide accurate personal information requested during the registration process and to keep this information updated and accurate at all times.

3.2. Upon joining Million Plus, you will receive electronic communication from Polyco to keep you updated on the recycling revolution, inviting you to Recommended Events and allowing you to download shareable content.

3.3. If you create an account, and the personal information is incorrect, Polyco may suspend your account until such time as the inaccuracy has been rectified.

3.4. Polyco takes security seriously, but as the user, you accept all risks of any unauthorised access that could occur regarding your registration data.

3.5. Juristic persons are encouraged to open accounts using the details of the juristic person rather than that of the employee, officer or agent acting on behalf of the juristic person.

3.6. If you create an account on behalf of another person, all rights arising from that account, will vest in that other person.

4. Operation of Account

4.1. You accept that you are responsible for the consequences of your use of your account and the Website, and for maintaining it and all information in it. This responsibility extends to all of your employees, officers or agents that may access the Website.

4.2. You agree:

4.2.1. to use the Website only for the purposes set out in these Terms and Conditions;

4.2.2. not to use your account to commit any unlawful activity, or in a way which is likely to be defamatory or cause offense; and

4.2.3. not to impersonate any other person in dealing with us, and particularly not to access the Website using another user's username and password.

4.3. You agree and acknowledge that you will contact Polyco immediately should you experience any unauthorised use of your account details.

4.4. If you are in breach of these Terms and Conditions, Polyco may suspend your account. This will have the effect of suspending your access to the Website.

5. Content

5.1. This entire website, including text, images, links, downloads and coding, is provided "as is" and "as available". Polyco makes no representations or warranties, express or implied, including but not limited to warranties as to the correctness or suitability of either the website or the information contained in it unless this is specifically imposed by law.

5.2. All material included on the Website is intended for information purposes only and does not represent legal advice. You are hereby placed under notice that you should take appropriate steps to verify such information.

5.3. Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at your sole risk. Polyco makes no representations or warranties whatsoever as to the accuracy of the information contained in this Website.

5.4. Polyco does not warrant that this Website or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by the Polyco will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.

6. Third Party Sites

6.1. The Website contains hyperlinks to websites owned and / or operated by third parties. Polyco is not responsible for the content of such websites and does not endorse or approve the contents thereof.

6.2. Polyco does not accept any liability in connection with any third-party websites that may be linked to this Website (regardless of whether or not a link has been permitted by Polyco) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Website does not imply that Polyco sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website.

7. Intellectual Property

7.1. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Website is owned by Polyco, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by Polyco or any other party.

7.2. The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of Polyco. However, Polyco permits you to display the content of this Website on your computer provided that:

7.2.1. you do not modify the content of this material;

7.2.2. the Website is the acknowledged source including the reference to the URL;

7.2.3. and this permission may be revoked at any time by Polyco.

7.3. No other use of this Website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website onto your own or another's Website, unless as set out in these Terms and Conditions.

8. Linking, Framing and Crawling

8.1. The express permission in writing of Polyco is required before any hyperlink other than to the Home Page of this Website is created. Permission, if granted, will be subject to the condition that the party linking to this Website alerts users to the application of these Terms and Conditions. Requests for permission can be emailed to admin@polyco.co.za.

8.2. Permission to link to this Website is given without assumption of any liability. Polyco reserves the right to withdraw permission granted to link to this Website at any time and for any reason.

8.3. The express permission in writing of Polyco, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the Website is framed. Requests for permission can be emailed to admin@polyco.co.za.

8.4. Apart from bona-fide search engine operators and use of the search facility provided on the Website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without the prior written consent of Polyco.

9. Security

9.1. Polyco will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorized access to any page on this Website.

9.2. While Polyco takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to you through the use of this Website.

10. Risks Associated with Recommended Events

10.1. You accept that Polyco cannot manage all potential risks, even foreseen ones, relating to the Recommended Events listed on the Website or sent to you by electronic communications.

10.2. Recommended Events are not always organised, arranged or even associated with Polyco, and consequently you agree that Polyco will not be responsible for, or in relation to, any of these events.

10.3. You understand and acknowledge that you are obliged to strictly adhere to any and all applicable rules, directives and instructions of the organisers and Polyco in respect of any Recommended Events.

10.4. You agree to indemnify and hold harmless Polyco, its servants, subcontractors, subsidiaries and affiliates. for any damage or loss, even foreseen ones, associated with any Recommended Events. Your attendance, participation and involvement in a Recommended Event is entirely at your own risk, and you understand and acknowledge that there may be risks associated with these events, and that the possible effects of these risks can range from minor injuries to severe injuries to death, and in relation to your property can range from minor damages to severe damage to complete destruction or loss.

11. Limitation of Liability and Indemnity

11.1. This Limitation of Liability and Indemnity applies to all users of the Website, as well as all suppliers, participants, partners or sponsors of any Recommended Event, and is in favour of Polyco and other parties that may be indicated.

11.2. Polyco do not under any circumstances accept liability for any indirect, special, consequential or aggravated damages.

11.3. To the extent permissible by applicable law, polyco expressly disclaims all liability for any direct, indirect, special, consequential or aggravated loss or damage occasioned from the use or inability to use this website whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and polyco had been advised of the possibility of the same. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.

11.4. To the extent permissible by law, you agree to indemnify and hold harmless polyco, its servants, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of or access to this website or involvement in million plus.

11.5. You agree that this limitation of our liability applies to you, your estate and your dependents.

12. Third Party Indemnity

12.1. You agree to indemnify the third parties that act as Polyco's service providers for Recommended Events that Polyco organise and you attend, participate in and/or volunteer at from and against any loss, damage, injury, disability, death, expense, cost or liability of whatsoever nature suffered by you, your estate and/or your dependents which in any manner, in whole or in part, arise directly or indirectly from your attendance, participation or volunteering at Recommended Events or any of the activities associated therewith or incidental thereto, use of facilities and/or amenities or by reason of defective material or equipment or by way of any human or mechanical error, default or failure or from any other cause whatsoever and any claims as a result of loss suffered.

13. Personal information

13.1. You hereby expressly agree that Polyco, and any its servants, subcontractors, subsidiaries and affiliates, may collect, use and share your personal information that you have entered to register on this Website on the basis and with the people as set out in Polyco's Privacy Policy.

14. Jurisdiction

14.1. These Terms and Conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and Polyco both agree to submit any dispute arising out of the use of this Website or these Terms to the exclusive jurisdiction of the courts of the Republic of South Africa.

15. General

15.1. These Terms and Conditions contain the record of the entire agreement between users and Polyco in respect of access to and use of the Website and the involvement in Million Plus.

15.2. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.

15.3. Polyco's omission to exercise any right under these Terms and Conditions will not constitute a waiver of any such right unless expressly accepted by Polyco in writing.

15.4. Notwithstanding the fact that hyperlinks in these Terms and Conditions to certain documents should be deemed part of these Terms and Conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these Terms and Conditions.

16. Queries

16.1. If you have any queries about these Terms and Conditions, please contact Polyco by emailing admin@polyco.co.za.