

CIBA Industries Terms of Use Policy

VERSION : 01
DOCUMENT STATUS : FINAL
DATE ISSUED : 31 JULY 2025
POLICY NUMBER : 01

These Terms of Use (“Terms”) govern your access to and use of the website located at www.ciba.co.za (“Website”), operated by CIBA Industries (Pty) Ltd, a private company incorporated in the Republic of South Africa with registration number 2014/ 063563/ 07 and having its principal place of business at Block G, Infinity Business Park, 4 Pieter Wenning Road, Witkoppen, Sandton 2068 (“CIBA”, “we”, “us”, or “our”).

Accessing and/or use of the Website will signify that you have read, understand, accept, and agree to be bound, and are bound, by the Terms, in your individual capacity and for and on behalf of any entity for whom you use the Website.

Your only remedy, should you not agree to these Terms, is to refuse acceptance thereof, thereby preventing your use of this Website.

1. DEFINED TERMS

- 1.1. **“CIBA”** means **CIBA Industries (Pty) Ltd**, a private company registered in South Africa with registration number 2014/ 063563/ 07, including its affiliates, officers, employees, and authorised representatives.
- 1.2. **“Content”** means all material displayed on or made available through the Website, including but not limited to text, images, graphics, data, software, trademarks, trade names, logos, documents, whitepapers, blog posts, and other proprietary material.
- 1.3. **“Personal Information”** has the meaning ascribed to it in the Protection of Personal Information Act, 4 of 2013 (“POPIA”).
- 1.4. **“Terms”** means these Terms of Use, as amended from time to time.
- 1.5. **“User”, “you” or “your”** means any natural or juristic person who accesses, browses, uses, or interacts with the Website in any manner.
- 1.6. **“Website”** means the website owned and operated by CIBA at the domain www.ciba.co.za, including all subdomains, functionality, and services provided via the site.

2. USE OF WEBSITE

- 2.1. You agree to use the Website solely for lawful purposes and in accordance with these Terms. You may only use the Website for your personal or internal business purposes. You may not use the Website for commercial exploitation without the express prior written consent of CIBA.
- 2.2. Without limiting the generality of the above, you may not (whether directly or indirectly):
 - 2.2.1. Use the Website in any way that violates applicable South African or international law, regulation, or code of conduct;
 - 2.2.2. Access, use, or attempt to use the Website in a manner that is intended to damage, disable, overburden, or impair the Website, or interfere with any other user's access or use;
 - 2.2.2.1. Any mining robot, data mining tool, or other automated or manual means to access, extract, monitor, or copy the Website or any part thereof;
 - 2.2.2.2. Attempt to gain unauthorised access to any portion of the Website, user accounts, systems, or networks connected to the Website;
 - 2.2.2.3. Misrepresent your identity or impersonate any person or entity;
 - 2.2.2.4. Circumvent, disable, or interfere with any security-related features of the Website;
 - 2.2.2.5. Republish, reproduce, duplicate, distribute, modify, or commercially exploit any part of the Website or its content without the express written consent of CIBA.
- 2.3. By engaging in any of the prohibited conduct listed above, you will be in breach of these Terms. In such event, CIBA reserves the right to:
 - 2.3.1. Immediately suspend and/or restrict and/or terminate your access to the Website;
 - 2.3.2. Institute legal proceedings against you for injunctive relief, damages, or any other remedy available at law to CIBA;
 - 2.3.3. Cooperate with law enforcement or regulatory authorities in any investigation of unlawful conduct.

3. PRIVACY AND DATA PROTECTION

- 3.1. CIBA is committed to protecting your privacy and complying with the Protection of Personal Information Act, 4 of 2013 (“POPIA”).
- 3.2. When you access or use the Website, we may collect and process certain personal information, including information you voluntarily submit via contact forms, demo requests, or other interactions. All personal information collected via the Website is processed in accordance with POPIA and our internal privacy compliance practices.
- 3.3. Please refer to our **Privacy Policy**, accessible on ciba.co.za for detailed information on:
 - 3.3.1. What personal information we collect;
 - 3.3.2. How we use, store, and protect such information;
 - 3.3.3. The purposes of collection;
 - 3.3.4. Your rights under POPIA, including rights of access, objection, and correction.
- 3.4. By using the Website, you consent to the processing of your personal information as described in our Privacy Policy.

4. INTELLECTUAL PROPERTY

- 4.1. All content and materials on the Website, including but not limited to text, documents, whitepapers, graphics, logos, icons, software, processes, tools, models, methodologies, branding elements, audio-visual components, and data compilations (“Content”), are the exclusive property of **CIBA Industries (Pty) Ltd**, its licensors, or its content suppliers, and are protected by South African and international copyright, trade mark, trade secret, and other intellectual property laws.
- 4.2. No part of this Website or its Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, reverse-engineered, or distributed in any way (including by mirroring to any other server or device) without the express prior written consent of CIBA.
- 4.3. All trademarks, service marks, logos, slogans, domain names, and trade names used or displayed on the Website (whether registered or not) are the proprietary marks of CIBA and/or its affiliates. You may not use any CIBA marks or branding without express written approval. Any unauthorised use constitutes a violation of applicable trademark laws and will be prosecuted.
- 4.4. CIBA grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and Content solely for your personal or internal business purposes, subject to these Terms. This licence does not grant you any right, title, or interest in the Website or the Content.

- 4.5. CIBA reserves the right to take appropriate legal action, including civil and/or criminal proceedings, against any party who infringes its intellectual property rights or misuses the Website in any manner. In the event of a suspected infringement, CIBA may immediately suspend or terminate your access without notice and pursue remedies available under law.

5. **THIRD PARTY LINKS AND SERVICES**

- 5.1. This Website may contain links to third-party websites or integrations with third-party tools (such as social chats or analytics). Such links and tools are provided for convenience only and do not imply any endorsement by CIBA. We are not responsible for the content, security, or privacy practices of such third-party platforms.

6. **SCOPE OF SERVICES**

- 6.1. CIBA provides a broad range of business and technology consulting services, including but not limited to process intelligence, automation solutions, digital transformation, and workforce solutions.
- 6.2. A full and current overview of CIBA's services is available on the homepage of the Website. These Terms apply solely to the use of the Website and do not govern the terms of any contractual engagement entered into with CIBA, which will be subject to separate written agreements.

7. **DISCLAIMERS**

- 7.1. The information provided on this Website is for general informational purposes only and does not constitute professional advice or a binding offer.
- 7.2. While reasonable steps are taken to ensure the accuracy of the information, we make no warranties or representations, express or implied, about the Website's content, accuracy, completeness, or availability. Your use of the Website is at your own risk.

8. **LIMITATION OF LIABILITY**

- 8.1. To the maximum extent permitted by law, CIBA shall not be liable for any loss, damage, liability, or expense of any nature whatsoever incurred by you as a result of:
- 8.1.1. Your use of or reliance on the Website or its content;
- 8.1.2. Any interruption, delay, or failure of performance of the Website

8.1.3. Any viruses or harmful code transmitted via the Website.

9. INDEMNITY

9.1. You agree to indemnify, defend, and hold harmless CIBA, its directors, employees, consultants, and affiliates from and against any claims, damages, liabilities, losses, or costs arising from your use of the Website or your breach of these Terms.

10. CHANGE TO TERMS AND MODIFICATION OF WEBSITE

10.1. CIBA reserves the right to modify, update, suspend, or discontinue the Website or any part thereof at any time and without notice. This includes changes to the layout, content, features, or availability of the Website. CIBA shall not be liable to you or any third party for any such modification, suspension, or discontinuance of the Website or any related services.

10.2. We do not guarantee that the Website will always be available, uninterrupted, or error-free. Access may be suspended temporarily or permanently due to maintenance, upgrades, technical issues, or for security reasons.

11. GOVERNING LAW AND JURISDICTION

11.1. These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. You agree to submit to the exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Johannesburg) for any disputes arising out of or relating to these Terms or your use of the Website.