

## USER LICENCE AGREEMENT for IRBA-APPROVED B-BBEE AUDITORS

Between

BEE Scorecard (Pty) Ltd, trading as BEE Scorecard (hereinafter 'the PROPRIETOR'), Tygervalley Chambers, 27 Willie van Schoor drive, Bellville, 7530, Fax number 0860 250 250, email [info@bee-scorecard.co.za](mailto:info@bee-scorecard.co.za)

and

The Business Entity registered on the BEE Navigator system (hereinafter 'the BEE Auditor'),

and duly represented by

The Authorized System user, who agrees to these terms and conditions on behalf of the registered Business Entity by using the BEE Navigator system.

### Definitions

Unless a contrary intention clearly appears, words importing any reference to one gender includes the other gender; the singular includes the plural and vice versa; natural persons include created entities (incorporated or unincorporated) and the state and vice versa; any reference to 'R' or 'Rands' or 'cents' shall be references to the lawful currency of South Africa.

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

'**The Codes**' means the BBBEE Codes of Good Practice issued by the DTI under the Broad Based Black Economic Empowerment Act 53, of 2003; '**BEE Score**' means the Black economic empowerment score of a business entity as measured against the BBBEE Codes at any given time; '**BEE Scorecard**' means a detailed presentation of the BEE Score of a Measured Entity in accordance with the Codes; '**Certificate of Compliance**' means a Certificate issued by an Auditor approved by the IRBA to provide BEE Verification Assurance services, verifying the BEE status of the ME; '**DTI**' means the Department of Trade and Industry; '**Effective date**' means the date of commencement of this Agreement, which is the date on which the SERVICE PROVIDER receives Login Details from the PROPRIETOR to access BEE Navigator; '**Intermediary**' means the Business using BEE Navigator to provide BEE Services, but who is not approved by the IRBA to provide BEE Verification Assurance services; '**Licence Fee**' means the total annual fee payable by the SERVICE PROVIDER for use of the Service; '**Login Details**' means the unique Username and Password provided to regulate the access of the BEE AUDITOR to BEE Navigator; '**ME**' or '**Measured Enterprise**' means the business being measured by BEE Navigator in terms of the Codes; '**The Service**' means the BEE Measurement Service provided by The PROPRIETOR on BEE Navigator; '**The System**' and '**BEE Navigator**'

means the proprietary web-based application owned by The PROPRIETOR and designed in accordance with the BBBEE Codes of Good Practice and made available to the BEE AUDITOR in terms of this Agreement only.

### **Whereas:**

The BEE AUDITOR wishes to utilise the Service offered by The PROPRIETOR and The PROPRIETOR agrees to provide the Service to the BEE SERVICE PROVIDER in accordance with the terms of this Agreement; the BEE SERVICE PROVIDER agrees to the terms of this Agreement by using the Service.

The Parties therefore agree as follows:

### **Access to the Service**

The PROPRIETOR will provide the BEE SERVICE PROVIDER with uninterrupted access to BEE Navigator, provided that:

- 1) License fee payments are up to date in terms of this Agreement; and
- 2) That the BEE AUDITOR complies with the stipulations of this Agreement.

The BEE AUDITOR may provide access to his business profile on Navigator to any number of users within his business, who shall be bound by the terms of this Agreement.

The BEE AUDITOR may provide access to the data of an ME to one representative of the ME, who shall be bound by the General Terms of Use presented at login.

### **Fees**

The following Annual License fees (Excl VAT) are payable by the BEE AUDITOR:

- 1) An annual Registration fee equal to R200 (excl VAT) for each ME registered on the system, payable in advance for the year, in the month after registration of the ME, and annually thereafter on the anniversary date of the registration for as long as the ME remains registered.
- 2) An annual Certification fee equal to R400 (excl. VAT) for QSE Scorecards and R1000 (excl VAT) for Generic Scorecards, payable in the month after completion of the ME's BEE Rating.

The PROPRIETOR will invoice the BEE AUDITOR monthly in arrears.

Invoices shall be due and payable 30 days from date of invoice.

The BEE AUDITOR shall be free to de-register any ME in his profile at any time by requesting a de-registration by email to [support@bee-scorecard.co.za](mailto:support@bee-scorecard.co.za), after which the information of the ME shall become inaccessible to the BEE AUDITOR.

The PROPRIETOR may amend pricing from time to time, which will come into effect 30 days after notice of such changes has been published on the BEE Navigator website.

### **Data Integrity**

The PROPRIETOR will not audit or check the information entered on BEE Navigator for accuracy or correctness. The BEE AUDITOR accepts that the integrity of the results provided by Navigator are directly dependent on the correctness of the input data provided.

The BEE AUDITOR accepts and acknowledges that: The data entered on to BEE Navigator will be stored electronically for as long as it is required by law; The BEE AUDITOR is responsible for the safety and security of its Login Details.

Data entered on BEE Navigator by the BEE AUDITOR and stored by The PROPRIETOR remains the property of the BEE AUDITOR and/or its client and The PROPRIETOR is not permitted to utilise the data for any purpose other than providing the Service.

### **The Service**

The PROPRIETOR will: Offer the Service with commercially reasonable levels of skill and care; Maintain a real-time system in accordance with the Codes; Store historical data securely for as long as required by law; Make stored data accessible to the BEE AUDITOR subject to the conditions of this Agreement; recalculate the Scorecard of the BEE AUDITOR automatically when changes are made to the Codes; at all times treat the information captured by the BEE AUDITOR as confidential and only use the data for the purpose of calculating a BEE Scorecard.

### **Termination**

The BEE AUDITOR may at any time terminate the Agreement by email to [cancellations@bee-scorecard.co.za](mailto:cancellations@bee-scorecard.co.za). Upon such termination notice being received, The PROPRIETOR will terminate access to BEE Navigator for all users linked to the BEE AUDITOR.

In the event of termination the BEE AUDITOR remains liable for all fees payable to The PROPRIETOR in terms of this Agreement.

The PROPRIETOR will be entitled to terminate the BEE AUDITOR's access to BEE Navigator immediately and without liability, should the BEE AUDITOR breach any of the terms of this Agreement or fail to honour a payment.

## **Ownership**

Using the Service does not give the BEE AUDITOR ownership of any intellectual property rights in the Services or the System and the BEE AUDITOR may not use content from the Service or the System unless prior permission is obtained from The PROPRIETOR. These terms do not grant the BEE AUDITOR the right to use any branding or logos used in the Service.

## **Indemnity**

The PROPRIETOR provides the service 'as is' and makes no claims with regard to the performance of BEE Navigator or the financial, operational or other impact BEE Navigator may have on the business of the BEE AUDITOR, and cannot be held liable for any such impact. The BEE AUDITOR indemnifies The PROPRIETOR from any claim whatsoever arising from the Service provided to the BEE AUDITOR or its clients.

The PROPRIETOR accepts no responsibility for any reliance that may be placed on the Scorecard produced on the Navigator system and the BEE AUDITOR indemnifies The PROPRIETOR against any loss or damage, whether consequential or punitive, that the BEE AUDITOR or a third party might suffer as a result of any misrepresentation. The Rating Service provided in terms of this Agreement is for the benefit of the BEE AUDITOR and it is not expected of The PROPRIETOR to exercise a duty of care to any other third party.

## **General**

This Agreement should be read in conjunction with the General Terms of Use presented at login.

Where any stipulation in the General Terms of Use conflicts with this Agreement, the stipulation in this Agreement will prevail.

The PROPRIETOR may modify the general terms of use from time to time, to reflect changes to the law or changes to the Service. This Agreement will be presented at each login to BEE Navigator and should be read regularly. The BEE AUDITOR and any users linked to the BEE AUDITOR agree to the general terms of use by using the system.

The failure of any party at any time to require performance of a specific term or to enforce its rights under this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provision of this Agreement and shall not be construed as a waiver of any breach.

This Agreement shall commence on the effective date and remain in force until terminated by either party in accordance with this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African courts.