

## Yellow Pages Business-to-Business Platform Terms of Use

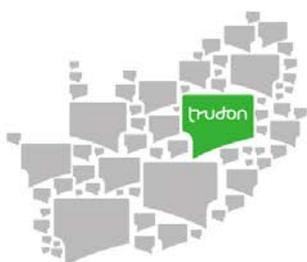
These Terms of Use create a legal agreement (the "Agreement"), between you ("the Business" or "you") that governs: (1) the Service Offering; (2) the nature of the relationship between you and Trudon, herein after referred to as the Yellow Pages Business to Business Platform, (the Platform); (3) certain other matters of professional responsibility; (4) your use of this website.

By accepting the Platform's terms of use you are indicating that you have read and understand, and that you assent to be bound by these Terms of Use, which may be amended from time to time by Trudon pursuant to the terms herein.

This Agreement does not replace any current legal agreements which currently govern the relationship between Trudon and you.

### 1. Service Offering

- a) You register on the Yellow Pages Business-to-Business Platform to access leads generated by Trudon for the following services:
  - i. Leads that require you to provide quotations to potential clients
  - ii. Leads that require you to provide them a booking slot for services you offer
  - iii. Other leads as not yet specified
- b) You will not pay to be registered
- c) Trudon makes every effort to ensure the contact details of the lead are accurate. If you find this not to be the case, you cannot report such to Trudon. The contact details of the lead will be revealed to you after you accept the lead.



Trudon (Pty) Ltd  
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Customer Care No. 0860 YELLOW (086 093 5569)  
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- d) A fee will be charged to you when you accept the lead
- e) Trudon cannot guarantee that the lead you accept will result in a sale;
- f) You will not be able to accept a lead if the balance in your eWallet is not sufficient to cover the fee.

## 2. Parties' Responsibilities

### 2.1 Trudon -

2.1.1 Shall provide the Business with online access to the Platform;

2.1.2 may change the tools and/or information accessible by the Business at any time. The Business is responsible for protecting their passwords and ensuring that only authorised individuals have access to its account;

2.1.3 shall provide leads, for example bookings and/or quotation requests as envisioned in Service Offering above.

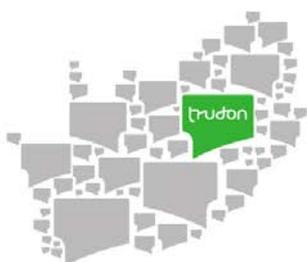
### 2.2 The Business -

2.2.1 shall be solely responsible for tracking and assessing whether the leads, if any, that it receives under this Agreement are adequate, and is solely responsible for adjusting its service or budget to obtain satisfactory results.

2.2.2 shall maintain professional responsibility to the Users that have requested the services/product from the Business.

2.2.3 is solely responsible for the accuracy of all data, prices, or other contact data and other information provided by the Business to the User and/or reflected in the Business's advertisement on yellowpages.co.za.

2.2.4 agrees not to use the Platform for any unlawful activities and agrees to comply with all applicable laws of South Africa. Without limiting the foregoing, the Advertiser will not list on



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the Platform any product or service where the sale, distribution or provision of which is illegal or violates any third party intellectual property rights or other third party rights.

### 3. Limitation of Liability

3.1 In no event and under no circumstances will Trudon have any liability or responsibility for results that the Business receive.

3.2 Trudon will not be liable for any loss, interruption or inaccuracy of service or data, lost profits or revenue or any indirect or consequential damages arising out of this Agreement whether or not these losses are foreseeable.

6.3 Trudon makes no representation that the operation and up-time of the Platform will be uninterrupted or error-free.

6.4 Trudon will not be liable for the consequences of any interruptions or errors of the platform. Furthermore, Trudon (Yellow Pages Business to Business) disclaims all liability for all such matters with respect to its business operations not expressly considered in this Agreement.

### 4. Fees & Charges

4.1 Registering on Yellow Pages Business to Business Platform is free of charge and is subject to a review and approval process.

4.2 All fees as foreseen are billed upon the Business responding to a quotation request or upon accepting a booking request, on an offset basis, i.e. the services are rendered on a pre-paid basis. Therefore a quote request or booking request will only be allocated to the Business if the Business has funds available in its pre-paid account with Trudon. The Business can make use of the electronic payment gateway to top up its account to ensure that it continuously receive leads/booking requests, or alternatively may request Trudon to collect a set amount per monthly debit order to ensure a positive pre-paid account balance.



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4.3 Any billing or account queries/complaints may be sent to [customercare@trudon.co.za](mailto:customercare@trudon.co.za)

4.4 The current fee structure is available in Annexure B

## 5. Term and Termination

5.1 The Agreement shall commence on the date the Business accepts this Agreement and shall continue until terminated by either party.

5.2 The Business may terminate this Agreement at any time and without prior notice to Trudon.

5.3 Trudon may terminate this Agreement at any time for convenience, without any penalty, cost or obligation, and without prior notice to the Business. In the event Trudon terminates this Agreement and suspends the Business Account, Trudon will remove all the ability for the Business to receive leads from the Platform.



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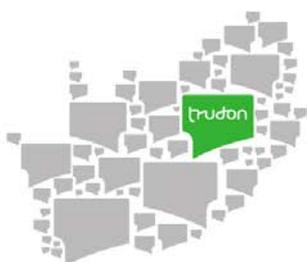
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## Annexure B

Fees Structure Lead Type	Amount Payable	
Quotation Request	R 7	Payable upon responding to quotation
Bookings	R 14	Payable upon accepting a booking



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