



WEBSITE DISCLAIMER AND TERMS OF USE

DEDICATED PROCUREMENT SOLUTIONS

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Last updated 22nd November 2022

WEBSITE DISCLAIMER

Dedicated Procurement Services (Pty) Ltd (DPS) has provided the information on this website in good faith and made every attempt to ensure that the information is accurate and therefore makes no representations or warranties or in any way guarantees the timeliness, accuracy or completeness of the information provided on this website.

DPS does not accept any responsibility for loss occasioned as a direct or indirect result of the use of or dependence on the information contained herein. DPS also makes no commitment to provide access to the website at any particular time, or for any particular length of time and will not be held liable for the unavailability of the website or any consequences whatsoever that flows from such unavailability. Further, DPS does not make any representations regarding any other website/s which may be accessed through this website and accordingly accepts no responsibility for the content or use of such website/s or information contained therein. DPS shall not be liable to any party for any loss or damage incurred as a result of any use or reliance on any information contained on such website or any websites which can be accessed through this website.

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Dedicated Procurement Solutions (“DPS”), concerning your access to and use of the [dedicatedprocurement.co.za] website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental Terms of Use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. DPS reserves the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

DPS will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of eighteen are not permitted to register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is DPS proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by DPS or licensed to DPS, and are



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protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Republic of South Africa, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without DPS's express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. DPS reserves all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that:

- all registration information you submit will be true, accurate, current, and complete;
- you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these Terms of Use;
- you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- you will not use the Site for any illegal or unauthorized purpose;
- your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, DPS has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. DPS reserves the right to remove, reclaim, or change a username you select if DPS determines, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which DPS makes the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.



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12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavours or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.



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10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of eighteen or exploits people under the age of eighteen in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual orientation, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

GUIDELINES FOR REVIEWS

DPS may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

1. you should have first-hand experience with the person/entity being reviewed;
2. your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
3. your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
4. your reviews should not contain references to illegal activity;
5. you should not be affiliated with competitors if posting negative reviews;
6. you should not make any conclusions as to the legality of conduct;
7. you may not post any false or misleading statements;
8. you may not organize a campaign encouraging others to post reviews, whether positive or negative.

DPS may accept, reject, or remove reviews in our sole discretion. DPS has absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

DPS does not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

MOBILE APPLICATION LICENSE

Use License

If you access the Site via a mobile application, then DPS grants you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the Terms of Use of this mobile application license contained in these Terms of Use.

You shall not:

1. decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
2. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
3. violate any applicable laws, rules, or regulations in connection with your access or use of the application;
4. remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
5. use the application for any revenue generating endeavours, commercial enterprise, or other purpose for which it is not designed or intended;
6. make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;



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7. use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
8. use the application to send automated queries to any website or to send any unsolicited commercial e-mail;
9. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site:

1. the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's Terms of Use;
2. DPS are responsible for providing any maintenance and support services with respect to the mobile application as specified in the Terms of Use of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
3. in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
4. you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;
5. you acknowledge and agree that the App Distributors are third-party beneficiaries of the Terms of Use in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. DPS shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by DPS, and DPS is not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by DPS. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.



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You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and DPS takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that DPS does not endorse the products or services offered on Third-Party Websites and you shall hold DPS harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold DPS harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

SITE MANAGEMENT

DPS reserves the right, but not the obligation, to:

1. monitor the Site for violations of these Terms of Use;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
5. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

DPS cares about data privacy and security. Please review our Privacy Policy posted on the Site. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Republic of South Africa, then through your continued use of the Site, you are transferring your data to South Africa, and you expressly consent to have your data transferred to and processed in South Africa.

COPYRIGHT INFRINGEMENTS

DPS respects the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify DPS using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, DPS RESERVES THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. DPS MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If DPS terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, DPS reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.



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MODIFICATIONS AND INTERRUPTIONS

DPS reserves the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, DPS has no obligation to update any information on our Site. DPS also reserves the right to modify or discontinue all or part of the Site without notice at any time.

DPS will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

DPS cannot guarantee the Site will be available at all times. DPS may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

DPS reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that DPS has no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate DPS to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Republic of South Africa applicable to agreements made and to be entirely performed within the Republic of South Africa, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or DPS (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the district and regional Magistrate courts located in the Republic of South Africa, and the Parties hereby consent to, and waive all defences of lack of personal jurisdiction and *forum non conveniens* with respect to venue and jurisdiction in such district and regional courts.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. DPS reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

INDEMNIFICATION

You agree to defend, indemnify, and hold DPS harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. your Contributions];
2. use of the Site;
3. breach of these Terms of Use;
4. any breach of your representations and warranties set forth in these Terms of Use;
5. your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, DPS reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify DPS, and you agree to cooperate, at your expense, with our defence of such claims. DPS will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

DPS will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although DPS performs regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.



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You agree that DPS shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against DPS arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending DPS emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications DPS provides to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY DPS OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by DPS on the Site constitute the entire agreement and understanding between you and DPS. Our failure to exercise or enforce any right or provision of these Terms of use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. DPS may assign any or all of our rights and obligations to others at any time. DPS shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and DPS as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against DPS by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT DPS

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact DPS at:

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