

## WEBSITE TERMS AND CONDITIONS

### 1. PARTIES

The parties to these website terms and conditions are -

- 1.1. **you** as the person who actioned the use of this Website; and
- 1.2. **Theo Van Niekerk Finansiële Dienste CC**, a private limited liability company duly incorporated in accordance with the company laws of the Republic of South Africa under registration number 1997/039372/23, who is the owner of the Website (“the Owner”).

### 2. INTRODUCTION AND INTERPRETATION

- 2.1. These terms and conditions (“these/the Terms” or “these/the Website Terms and Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages and content within this website (collectively referred to herein below as the “Website”).
- 2.2. These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms and Conditions.
- 2.3. This Website is not for use by any minors (defined as those who are not at least 19 years of age). If you are a minor you are prohibited from using this Website and must leave this Website immediately.
- 2.4. The headings of clauses and sub-clauses are included for convenience only and shall not affect the interpretation of this Agreement.
- 2.5. References to a “**person**” shall include an individual, firm, company, corporation, juristic person, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 2.6. If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.
- 2.7. Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter.
- 2.8. General words preceded or followed by words such as “**other**” or “**including**” or “**particularly**” shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words.

### 3. YOUR CONTENT

- 3.1. In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant The Owner a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

- 3.2. Your Content must be your own and must not be infringing on any third party's rights. The Owner reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. Other than Your Content, which you may have opted to include on this Website, under these Terms, the Owner and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.
- 4.2. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

#### **5. RESTRICTIONS**

- 5.1. You are expressly and emphatically restricted from all of the following:
  - 5.1.1. publishing any Website material in any media;
  - 5.1.2. selling, sublicensing and/or otherwise commercializing any Website material;
  - 5.1.3. publicly performing and/or showing any Website material;
  - 5.1.4. using this Website in any way that is, or may be, damaging to this Website;
  - 5.1.5. using this Website in any way that impacts user access to this Website;
  - 5.1.6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
  - 5.1.7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
  - 5.1.8. using this Website to engage in any advertising or marketing;
- 5.2. Certain areas of this Website are restricted from access by you, and the Owner may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

#### **6. NO WARRANTIES**

This Website is provided "as is," with all faults, and The Owner makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

#### **7. LIMITATION OF LIABILITY**

In no event shall the Owner, nor any of its officers, contractors, advisors, agents, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and the Owner, including its

officers, contractors, advisors, agents, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

#### **8. INDEMNIFICATION**

You hereby indemnify to the fullest extent the Owner from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

#### **9. SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

#### **10. VARIATION OF TERMS**

The Owner is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

#### **11. ASSIGNMENT**

The Owner shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

#### **12. ENTIRE AGREEMENT**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between the Owner and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

#### **13. GOVERNING LAW AND JURISDICTION**

These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa, and you submit to the exclusive jurisdiction of the relevant courts of the Republic of South Africa for the resolution of any disputes.