

Web Site Terms & Conditions of Use

Kindly note that these terms and conditions may not be copied or used, in part or whole, without the express written permission of African Independent Brokers.

USE

- Persons/parties using the **African Independent Brokers** web site for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of **African Independent Brokers** when accessing the web site as set out in greater detail below.
- This web site is only intended to provide the user/s with information regarding **African Independent Brokers**, its products and services.
- **African Independent Brokers** expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this web site without any prior notice.
- Nothing on this web site shall be construed as an offer by **African Independent Brokers or any of its affiliates or assigns** to you, the user, but merely an invitation to do business with yourself.

OWNERSHIP & COPYRIGHT

- All content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the sole property of or licensed to **African Independent Brokers**, and as such, are protected from infringement by domestic and international legislation and treaties.
- All rights not expressly granted are reserved. The copyright in all content, information, material and logos vesting in **African Independent Brokers** shall continue to vest in **African Independent Brokers** and no right, title or interest in any proprietary material or information contained in this web site is granted to you.
- Without derogating from the foregoing, **African Independent Brokers** hereby authorises you to view, copy, download to a local drive, print and distribute the content of this web site, or any part thereof, provided that:
 1. such content is used for information purposes only;
 2. all moral rights of **African Independent Brokers** and its affiliates, assigns, employees or agents are reserved.

3. such content is used for non-commercial purposes. Without derogating from the foregoing, you are expressly prohibited from incorporating any material from this web site in any other work, publication or web site either of your own or belonging to any third party;
4. any reproduction of this the content of this web site, or portion thereof, must include this copyright notice in its entirety;
5. documents specified in 4. above include the design and layout of this web site. Portions of this web site are protected by law and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from this web site may be copied or retransmitted unless expressly permitted by **African Independent Brokers**.

ELECTRONIC COMMUNICATIONS

By using this web site or communicating with **African Independent Brokers** by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

CHANGES AND AMENDMENTS

- This web site may include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information herein and these changes will be incorporated in any new editions of this web site. **African Independent Brokers** reserves the right to make improvements and/or changes or amendments to this web site at any time.
- **African Independent Brokers** reserves the right to change and amend the prices and rates quoted on this web site without any notice.

PRIVACY POLICY

- **African Independent Brokers** respects your privacy and is committed to privacy protection principles. This privacy policy statement sets out **African Independent Brokers** information gathering and dissemination practices.
- While using this web site, information about you may be either collected by us or provided by you. Such information will become the property of **African Independent Brokers**. We will have the right to use your information to generate anonymous statistics, which will be our property.

- **African Independent Brokers** may use this personal information to provide you with information regarding our products, services, or events from time-to-time. You may request that **African Independent Brokers** cease sending you such information or request that your personal information be removed from our database or mailing list at any time by e-mailing [please insert correct e-mail address for this purpose]
- You may also request access to any personal information concerning you that **African Independent Brokers** holds. The Promotion of Access to Information Act, 2 of 2000 ("PROATIA") set out and regulate how such a request should be made and under what circumstances such access may be refused.
- You may update or correct your personal information by e-mailing [please insert correct e-mail address for this purpose]. You may also view your personal information that we hold and correct it if necessary on written request to **African Independent Brokers**.
- **African Independent Brokers** will not disclose any personal information to anyone except as provided for in this policy. We may however need to disclose personal information to **African Independent Brokers** employees or agents who require such information to carry out their duties. There may also be situations where the law requires us to disclose your personal information. In all other situations, except in the case of the sale of **African Independent Brokers** or its associated services or web site(s), **African Independent Brokers** will not disclose your personal information without giving you prior notice thereof and an opportunity to give your consent thereto.
- **African Independent Brokers** is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party web sites.
- **African Independent Brokers** reserves the right to alter the terms and conditions of this privacy policy at any time. You will be responsible for reviewing any such changes each time you access the **African Independent Brokers** web site and your continued use of the web site after changes have been posted online, constitutes your acceptance of this policy as modified by the posted changes.
- If you have any questions or concerns arising from this policy or the way in which we are handling your personal information, please contact us at [please e-mail for this purpose].

TRANSMISSION OF INFORMATION

- The user acknowledges that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception. The user

is therefore discouraged from transmitting to **African Independent Brokers** any information that may be confidential, proprietary, or sensitive. The user shall bear all risk of transmitting such information in this manner and under no circumstances will **African Independent Brokers** be liable for any loss, harm, or damage suffered by the user as a result thereof. **African Independent Brokers** reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should **African Independent Brokers** deem it necessary.

- Any information or material sent to **African Independent Brokers** will be deemed not to be confidential, unless otherwise agreed in writing by the user and **African Independent Brokers** prior thereto.

LINKS AND LINKING

- It is expressly prohibited for any person, business, entity or web site to link to any page on this web site, including the home page, without the prior written approval of **African Independent Brokers**.
- It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of **African Independent Brokers** .

AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- No information or data on this web site is an offer, but merely an invitation to do business.
- No agreements shall be concluded merely by sending a data message to this web site or its owners, valid agreements require an acknowledgement of receipt from this web site.

SEARCH TECHNOLOGY

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server and/or copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 5 to 7 hereof.

LINKS TO THIRD PARTY SITES

- **African Independent Brokers** may provide links to the user only as a convenience and the inclusion of any link does not imply **African Independent Brokers's** endorsement or approval of such site/s.
- Linked web sites or pages are not subject to the control of **African Independent Brokers** . **African Independent Brokers** shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site

SECURITY

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this web site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this web site. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this web site or attempts to gain unauthorised access to any page on this web site shall be held criminally liable, and in the event that **African Independent Brokers** should suffer any damage or loss, civil damages will be claimed.

DISCLAIMER

This web site and the information contained therein is provided "as is" and **African Independent Brokers** makes no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing:

1. **African Independent Brokers** does not warrant that the web site or information will be error-free or will meet any particular criteria of performance or quality. **African Independent Brokers** expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility and accuracy; and;
2. whilst **African Independent Brokers** has taken reasonable measures to ensure the integrity of this web site and its contents, no warranty, whether express or implied is given that any files, downloads or applications available via this web site are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

RISK & LIMITATION OF LIABILITY

- The user's use of this web site and the information contained therein is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof. Neither **African Independent Brokers**, its affiliates, assigns, or their shareholders, agents, consultants or employees will be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, this web site or the information contained therein. This clause does not apply to section 43(5) and (6) of the Electronic Communications and Transactions Act.
- While all reasonable steps have been take to ensure the accuracy and safety of the **African Independent Brokers** web site, the use of the products or services advertised on this web site are used at the user's own risk. The user accepts full responsibility and risk of any injury, damage, or loss resulting from the use thereof. **African Independent Brokers** will not be liable for any personal or physical damage or loss, howsoever caused, whether directly or indirectly, resulting from the use of the **African Independent Brokers** web site.

SEVERABILITY

- These Terms and Conditions of Use constitute the entire agreement between **African Independent Brokers** and you, the user of this web site. Any failure by **African Independent Brokers** to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

APPLICABLE LAW

- This web site is hosted, controlled and operated from the Republic of South Africa, and, South African law and the jurisdiction of the South African courts govern the use or inability to use this web site.
- By accessing this web site you agree that in the event of any dispute of any nature whatsoever arising between you and **African Independent Brokers** on any

matter provided for in, or arising out of this agreement, then that dispute shall be submitted to Trust Online and decided by mediation or arbitration.

- Any dispute arising out of this agreement shall be referred to Trust Online, <http://www.trustonline.co.za>, and shall be conducted in accordance with the standard terms and conditions, and the General Mediation and Arbitration Rules of Trust Online, which can be viewed at <http://www.trustonline.co.za/rules/mediation> and <http://www.trustonline.co.za/rules/arbitration>.