

## DISCLAIMER

1. These terms and conditions ("**Terms**") apply to the AfriSam website (the "**Website**"). The Website is owned and operated by AfriSam (South Africa) Proprietary Limited ("**AfriSam**").
2. These Terms are binding on everyone who chooses to access the Website without qualification or exception. By using this Website, the person accessing the Website (the "**User**") agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the Website.
3. Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the Website is not intended to nor shall it be interpreted to amount to advice on which a User should rely, they are posted merely to guide the User on the subject of discussion. The User makes use of any such information at his own risk and in his own discretion. The User indemnifies AfriSam from and against any and all liability and responsibility arising from the User relying on such information whether posted on the Website or by any other person visiting the Website.
4. The Website and all information, content, materials and services included or otherwise made available to the User in it or provided on an "as is" and on an "as available" basis.
5. AfriSam does not warrant, whether express or implied, in regard to the Website, its contents, accuracy or availability. Without taking away from anything that has been previously said, AfriSam does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, trojan horses or any other code that have malicious, contaminating or destructive properties.
6. The User takes all responsibility and risk for making use of the Website. Despite anything to the contrary contained in these Terms, AfriSam will have no liability for any loss, damage, cost, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with these Terms or the Website, whether caused by latent or patent defects in the Website, the use of the Website and/or information contained on the Website or otherwise.
7. The User hereby indemnifies AfriSam and does not hold it liable against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by the User or any third party in relation to any act or omission by the User or, where applicable, the User's shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms.
8. AfriSam will not be liable for any delay, failure, violation or non-compliance with its obligations under these Terms if such delay, failure, violation or non-compliance is beyond the reasonable control of AfriSam.
9. These Terms do not intend to, nor shall they be interpreted to, limit the liability of AfriSam in any way which would be against the law for AfriSam to exclude or attempt to exclude or where such exclusion is banned by the Consumer Protection Act, 2008 or the Electronic Communications and Transactions Act, 2002, or any other law in force now and again in the Republic of South Africa.

## AFRISAM WEBSITE TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. These terms and conditions ("**Terms**") apply to the AfriSam website (the "**Website**"). The Website is owned and operated by AfriSam (South Africa) Proprietary Limited ("**AfriSam**").
- 1.2. These Terms are binding on everyone who chooses to access the Website without qualification or exception. By using this Website, the person accessing the Website (the "**User**") agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the Website.
- 1.3. AfriSam may occasionally make changes to these Terms without notifying the User. If the User's continues to use this Website, after the changes have been made, this action shall represent the User's agreement to the updated Terms.

### 2. WEBSITE USE

- 2.1. AfriSam reserves the right to make any changes to the Website, its content and/or services offered through the Website at any time and without prior notice.
- 2.2. The content published on the Website reflects the views of the author and does not necessarily represent the official opinion of AfriSam unless otherwise stated.
- 2.3. No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be posted on the Website nor may such content be associated in linking to the Website.
- 2.4. Any material uploaded by the User to the Website will be considered to be in the public domain and anyone can produce or distribute them and in doing so the User grants AfriSam a non-exclusive, royalty free, sub-licensable licence to use, copy, adapt, distribute and reveal to third parties any such material for any purpose in any form throughout the world without any time limitation.
- 2.5. The Website may contain links to other websites. AfriSam has no control over such websites and does not review their content and will not be responsible for their content or accuracy. The User accesses such websites at the User's own risk and judgment.
- 2.6. The User may not link to this Website, without AfriSam's prior written consent.
- 2.7. Although every effort will be made to have this Website available at all times, the Website may become unavailable due to maintenance or repairs, loss of connectivity or some other form of interruption. AfriSam does not warrant against nor will it be held legally responsible for such

downtime and is hereby indemnified from any loss, damage, claims, costs or penalties incurred as a result of such unavailability.

- 2.8. If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the Website's security systems, such User must keep this information secret and confidential and must not permit anyone else to use it. The User shall be responsible for all access to the Website with the User's username and password. When the User's username and password have been used in order to gain access to the Website, AfriSam shall be entitled to assume that such use and all related communications emanate from the User. AfriSam shall not be liable for any loss or damage arising from unauthorised use of the User's identification information.
- 2.9. Should the User become aware of a breach of the confidentiality of the User's username and password, the User must immediately communicate this to AfriSam with a later confirmation in writing. The compromised username and password will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. AfriSam may, in its sole and absolute discretion and for any reason whatsoever, require the User to change his username and password at any time.
- 2.10. If the User commits any breach of these Terms or in any other way interacts with or uses the Website in an unlawful or unauthorised manner, AfriSam will be entitled, in its sole and absolute discretion, to terminate the User's access to the Website immediately, without prior notice, without any liability on AfriSam's part and without prejudice to AfriSam rights in terms of these Terms or at law.
- 2.11. By gaining entry to this Website the User represents and warrants that the User owns and/or otherwise controls all of the rights to the content that the User posts and/or uploads. Furthermore, the User represents and warrants that the content submitted to the Website is accurate; can be used; and will not result in injury, insult any person or violate any clause of these Terms or any law. AfriSam is therefore indemnified from and against any and all loss by any person which results from a violation of these representations or warranties.