

Terms & Conditions of Use for Tshiamo Group Website

1. Introduction

- 1.1. These Terms & Conditions are provided to you by **Tshiamo Group of Companies**, with registration number 2021/566023/07, (including its all affiliates and Tshiamo Group Subsidiaries) ("**Tshiamo Group**").
- 1.2. It is important to note that the use of this Website is subject to these Terms & Conditions of Use set out herein ("**Terms & Conditions**").
- 1.3. By using the Tshiamo Group Website, you as the User agree and are deemed to have agreed to observe all Terms & Conditions, including any privacy or other policies which may appear elsewhere on this Website.

2. Definitions

- 2.1. "**ECT Act**" means the Electronic Communications & Transactions Act, No. 25 of 2002.
- 2.2. "**User**" means any person accessing any part of the website.
- 2.3. "**this Website**" means <https://www.tshiamo.com> and all subpages thereof excluding links to external sites.
- 2.4. "**Website Owner**" and/or "We" means Tshiamo Group.

3. Use of this Website

- 3.1. Tshiamo Group may, in its sole discretion, amend these Terms & Conditions from time to time at which time the new Terms & Conditions will immediately come into effect in respect of further usage.
- 3.2. Use of this Website is strictly at the sole risk of the User.
- 3.3. Unless otherwise written permission has been provided, Users may not copy, download or print out any of the visible text or images on this Website for personal or commercial use.

4. Amendments to content and information

- 4.1. Tshiamo Group expressly reserves the right in its sole discretion to effect any amendment(s) or alteration(s) to the content and information set out in this website.
- 4.2. Users acknowledge that it is their responsibility to familiarize themselves with any amendment or alteration effected.

5. No offer

Users should regard nothing contained in this website as an offer but rather as an invitation to do business.

6. Indemnity

The User agrees to indemnify and hold harmless, Tshiamo Group, its officers, employees, partners, subsidiaries and affiliates from any demand, action or application or other proceedings including for attorney fees and related costs such as tracing fees, made by any third party and arising out of and in

connection with the User's use of this Website, including but not limited to, the provision of the Website's content.

7. Receipt of data messages

- 7.1. Data messages, including e-mail messages, sent by Users to Tshiamo Group shall be deemed to be received only when acknowledged or responded to.
- 7.2. Tshiamo Group reserves the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such e-mail or data message where necessary.

8. Monitoring and interception of data messages

- 8.1. In order to provide a relevant and secure website service, and where required to do so under law, the Tshiamo Group may monitor and/or intercept electronic communications such as e-mail which are sent to this Website. To the full extent necessary under law the User hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.
- 8.2. The User agrees that they will not utilise this Website to:
 - 8.2.1. upload, post or otherwise transmit any content that is unlawful or illegal;
 - 8.2.2. upload, post or otherwise transmit any content that is threatening, harmful, abusive, defamatory, vulgar, obscene or otherwise objectionable;
 - 8.2.3. upload, post or otherwise transmit any content that constitutes harassment or hate speech, or which is invasive of the privacy of another;
 - 8.2.4. harm or unfairly target minors;
 - 8.2.5. stalk or harass other users;
 - 8.2.6. impersonate any person connected to this Website or any service provided on it or otherwise misrepresent their association with any such person;
 - 8.2.7. take any measures to disguise the origin of any Content;
 - 8.2.8. take any measures to restrict access to any part of the website, including the use of passwords and hidden pages;
 - 8.2.9. upload, post or otherwise transmit any content that infringes the intellectual property rights of a third-party;
 - 8.2.10. use this Website or any service provided on it to engage in any unsolicited, unlawful or unauthorised marketing, advertising or promotional activities, including but not limited to the harvesting of addresses and the sending of spam and chain letters;
 - 8.2.11. upload, post or otherwise transmit any content that contains any malicious code which is designed to or will have the effect of disrupting in any way and to any degree the operation of this Website or any service provided on it, and of any software, hardware or telecommunications equipment on which it relies for its operation;

8.2.12. collect and / or store data on any other User or users;

9. Security

9.1. While we take all reasonable security precautions and subject to, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this site.

9.2. The following acts in connection with this website are expressly prohibited:

9.2.1. gaining or attempting to gain unauthorised access to any web page or part of this website;

9.2.2. delivering or attempting to deliver any unauthorised or malicious code or content to this website; and/or

9.2.3. any amendment to or attempt to amend any of the content or any other part of this website by unauthorised persons.

9.3. We will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this website or attempts to gain unauthorized access to any page on or part of this website.

10. Automated searching

10.1. Automated transactions and searches are subject to these Terms & Conditions.

10.2. The use of malicious search technology is prohibited.

10.3. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

10.4. Search technology which does not unduly retard the operation of this website is acceptable, but Tshiamo Group reserves the right to prohibit any specific entity from employing search technology on the Website.

11. Hyperlinks, deep links & framing

11.1. Permission to link to this website is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Website at any time and for any reason.

11.2. Hyperlinks and/or advertisements contained on this Website and directed towards other websites or Users are provided without any warranties or endorsements as to the content, suitability, accuracy or security of the site linked to. This website in no manner controls or edits the content of sites or pages linked to, and disclaims all liability, direct or indirect, which may arise from the use or inability to use a link or a linked-to website.

11.3. Use of the sites or pages linked to this Website is accordingly exclusively at the risk of the User.

11.4. The express permission in writing of Tshiamo Group, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the Website is framed.

12. Termination of these Terms & Conditions

- 12.1. Tshiamo Group reserves the right, in its sole and absolute discretion and without prior notification, to terminate the provision of this Website and/or to terminate the access rights of any user where, for example and without limitation:
 - 12.1.1. Tshiamo Group regards the action or inaction of a User to constitute a breach of these Terms & Conditions;
 - 12.1.2. Tshiamo Group regards the action or inaction of a User to constitute abuse of the services offered through this Website; and
 - 12.1.3. events beyond the reasonable control of Tshiamo Group, including technical failures, prevent the continuing provision of the Website.

13. Applicable law governing these Terms & Conditions

- 13.1. The User hereby agrees that the law applicable to these Terms & Conditions, their interpretation and any matter or litigation in connection therewith or arising from them will be the laws of South Africa.
- 13.2. This website is owned, hosted and maintained within the Republic of South Africa.
- 13.3. When using this Website and agreeing to these Terms & Conditions such use and agreement is deemed to have taken place in Johannesburg, South Africa.
- 13.4. The User is encouraged to familiarize themselves with the South African law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002.

14. Consent To Jurisdiction

The User consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this website.

15. Dispute Resolution

- 15.1. Any dispute arising out of or in connection with these Terms & Conditions including any question regarding its existence, validity or termination, shall be settled by the online dispute resolution process in accordance with the UNCITRAL Model Law on International Commercial Arbitration deemed to be incorporated by reference into this clause.
- 15.2. Notwithstanding clause 15.1 above, where the dispute has arisen in South Africa between parties in South Africa the place of the arbitration is deemed to be Johannesburg, so the arbitration will be governed by these rules and by the arbitration Law of South Africa and the dispute will be resolved in accordance with the arbitration laws of South Africa.
- 15.3. The language used during the dispute resolution process will be English.

16. Amendment of the Terms & Conditions of this Agreement

Please note that, due to legal and other developments, we may be required to amend these Terms & Conditions of Use from time to time. Please refer to the last revision date at the foot of this page.

We will attempt to give notice of any amendments, but reserve the right to effect binding amendments, additions or deletions without notice.

17. Enforceability of this Agreement

- 17.1. Users may not cede, sub-license or otherwise transfer any rights they may have under these Terms & Conditions, or which may otherwise have been obtained through the use of this site.
- 17.2. In the event of any part of these Terms & Conditions being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
- 17.3. These Terms & Conditions contain the record of the entire agreement between the User and Tshiamo Group.
- 17.4. Failure to enforce any provision of these Terms & Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.