



WEBSITE TERMS OF USE

(v12-09-2021)

IMPORTANT LEGAL NOTICE, PLEASE READ CAREFULLY:

THESE WEBSITE TERMS OF USE GOVERN YOUR ACCESS TO THIS WEBSITE AND YOUR USE OF ANY OF THE SERVICES PROVIDED BY US. BY CONTINUING TO ACCESS THIS WEBSITE, YOU ARE CONFIRMING THAT:

1. YOU HAVE READ THE TERMS AND CONDITIONS THAT APPEAR IN THIS DOCUMENT;
2. YOU UNDERSTAND THE RIGHTS AND OBLIGATIONS SET OUT IN THIS DOCUMENT;
3. YOU ARE DULY AUTHORISED TO ACT ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT;
4. YOU, AND THE LEGAL ENTITY YOU REPRESENT, AGREE TO BE CONTRACTUALLY BOUND TO THE TERMS AND CONDITIONS THAT APPEAR IN THE LATEST VERSION OF THIS DOCUMENT, AS PUBLISHED ON THIS WEBSITE AT THE TIME OF ACCESS BY YOU; AND
5. YOU GRANT US THE RIGHTS SET FORTH IN THIS DOCUMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS THAT APPEAR IN THIS DOCUMENT, YOUR ONLY RIGHT OR REMEDY IS TO DISCONTINUE ACCESSING THE WEBSITE AND/OR MAKING USE OF ANY OF THE SERVICES PROVIDED BY US.

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1. DEFINITIONS

“authorisations” means all licenses, permits, or approvals of whatsoever nature required by you in terms of any regulatory provision to enable you to exercise your rights and fulfill your obligations under these Terms of Use.

“our”, “us”, or “we” means :

company name: ENSEMBLE TRADING 113 (PTY) LTD

reg. no: 2012/017485/07

website(s): www.finwise.biz

and its holding company, subsidiaries, as well as subsidiaries of its holding company from time to time, as the case may be.

“our staff” means any of our directors, employees, agents, contractors and/or consultants, as the case may be.

“material” means the content, trademarks, copyrights, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on our website.

“regulatory provision” means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to you, your access to the website and/or use of the services.

“services” means any of the services provided by us via this website; e.g. information system services and/or intermediary services (as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002)).

“Terms of Use” means the contract we have with you, as recorded by the terms and conditions set out in this document.

“transaction” means an electronic transaction, and includes the provision and/or storage of information.

“website” means, as indicated by the context, any of our websites listed above, as well as any other web pages under our control (and which may be linked by hyperlink to the home page or each other).

“You” and/or “your” means you, the person (natural and/or legal) accessing our website and/or making use of the services, and includes the person you represent in any transaction when making use of the services.

2. OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS OF USE

Should any of the terms of these Terms of Use conflict with any of the terms contained in any other written agreement you may have concluded, by means of handwritten signatures or advanced electronic signatures, with us, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail.

3. PIN/PASS CODES AND/OR DIGITAL ID

You are and remain responsible for ensuring that you maintain the confidentiality and/or protection from compromise (e.g. lost, stolen, used wrongfully, or used by any other person) of any personal identification number (PASSWORD/PIN) and/or digital identity (e.g. digital certificate) that may be issued to you and used, amongst other things, to identify you to the website, and you shall be fully responsible for all activities that occur when the PIN /PASSCODES or digital identity, as the case may be, is used, with or without your knowledge.

The PIN/PASS code and/or digital identity shall be used on such terms and conditions as may be applicable from time to time, as may be published on the website. In particular, should you be using a digital certificate, you shall ensure you are familiar with, understand and are able to comply with the terms and conditions applicable to your use of the digital certificate.

UNDER NO CIRCUMSTANCES MAY YOU PERMIT OR OTHERWISE ALLOW ANY OTHER PERSON TO USE YOUR PIN CODE AND/OR DIGITAL IDENTITY. Only you are authorised to use the PIN/PASS code and/or digital identity issued to you. The use of your PIN/PASS code and/or digital identity by any other person compromises the integrity thereof, and requires such PIN/PASS code and/or digital identity to be revoked. FURTHER USE BY YOU OF A COMPROMISED PIN/PASS CODE AND/OR DIGITAL IDENTITY IS NOT PERMITTED, and you are required to apply to be re-issued with a new PIN code and/or digital identity.

YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY COMPROMISE, OR SUSPECTED COMPROMISE, OF ANY PIN CODE AND/OR DIGITAL IDENTITY, AS THE CASE MAY BE, AND YOU INDEMNIFY US AGAINST ANY LOSS, DAMAGE, OR INJURY ARISING FROM YOUR FAILURE TO COMPLY HEREWITH.

4. YOUR SELECTION OF EACH SERVICE

IT IS AT ALL TIMES YOUR RESPONSIBILITY TO ENSURE YOUR SELECTION OF EACH SERVICE MADE AVAILABLE FOR USE THROUGH OUR WEBSITE IS UP TO DATE AND IN ACCORDANCE WITH YOUR REQUIREMENTS. YOU AGREE TO INFORM US TIMEOUSLY IN WRITING OF ANY CHANGES IN YOUR REQUIREMENTS AND WHICH SERVICES ARE REQUIRED TO BE ADDED TO OR DELETED FROM YOUR ACCOUNT. FAILURE TO DO SO WILL RENDER YOU LIABLE FOR THE CHARGES FOR SERVICES YOU ARE POTENTIALLY NO LONGER MAKING USE OF.

Certain of the services made available for use through our website may be governed by license terms that establish a separate binding contract with the respective licensor. You agree to indemnify us against any breach of these license terms by you. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of such services, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

5. TRAINING

We have training agents available to visit your office for training, in all major centres as well as outlying areas as and when schedules allow. These agents will provide training on how to properly make use of our services, digital certificates and any related hardware and software. It is up to you to arrange with us to provide you with training, at a time suitable to both parties. You are also responsible for ensuring the attendance of your staff, including costs of travel and accommodation.

IT IS AT ALL TIMES YOUR RESPONSIBILITY TO ENSURE YOU ARE PROPERLY TRAINED AND THAT YOU REMAIN UP TO DATE ON HOW TO USE EACH SERVICE MADE AVAILABLE FOR USE THROUGH OUR WEBSITE. SOME OF OUR SERVICES ARE COMPLICATED AND WHILST INITIALLY MAY APPEAR EASY TO USE, MISTAKES CAN BE MADE, SOME COSTLY.

6. MATERIAL UPLOADED TO OUR WEBSITE BY YOU:

In making use of the services offered by us, you may, from time to time, copy, upload, download, or share any material that belongs to you, or to Consumers signed up by you. You retain full ownership of this material, and we don't claim any ownership to it.

6.1 You do however give us permission to do those things we deem necessary to be able to provide the services, which includes the choices we make to technically administer the services (e.g backing up and storing data). This permission also extends to our third-party service providers we work with to provide the services.

6.2 In terms of the Protection of Personal information Act 4 of 2013 (POPIA) you confirm that you have been authorized to collect and store on Finwise the following information pertaining to each Consumer:

- 6.2.1 Identifiable information, including, but not limited to the Consumer(s) ID Number; contact details; address and email address.
- 6.2.2 Information pertaining to the Consumer(s) Employment details.
- 6.2.3 Information pertaining to the Consumer(s) banking details (for the purpose of implementing Debit Orders on instruction from the Debt Counsellor and/ or to process payments which may become due to the Consumer from time to time)
- 6.2.4 Information pertaining to all the Consumers' Credit Agreements included in the Debt Review.

6.3 You confirm that you have ensured, or will ensure to deliver a copy of the POPIA notice, as can be found In the Form 16 Pack, to the Consumer(s).

This notice informs the Consumer of the type information to be obtained; processed and/or stored; it explains why the information is kept and it affords the Consumer the opportunity make any objections if necessary.

7. ACCEPTABLE USE OF THIS WEBSITE

You acknowledge and agree not to misuse our website. In this regard you may not, without limitation:

- (a) infringe the intellectual property rights, including copyright, of others;
- (b) copy, upload, download, or share any material unless you have the lawful right to do so;
- (c) probe, scan, or test the vulnerability of the website, including any of our other systems and/or networks;
- (d) breach or otherwise circumvent any security or authentication measures;

- (e) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the services offered;
- (f) plant malware, spyware or otherwise use the services to distribute malware or spyware;
- (g) access or search the services by any means other than our publicly supported interfaces (for example, "scraping");
- (h) send unsolicited communications, promotions or advertisements, or spam;
- (i) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- (j) publish anything that is fraudulent, misleading, or infringes another's rights;
- (k) promote or advertise products or services other than your own without appropriate authorisation;
- (l) impersonate or misrepresent your affiliation with any person or entity;
- (m) publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- (n) violate any applicable regulatory provision in any way, or to violate the privacy of others, or to defame others.

8. FEES AND DEBIT ORDERS

For the services and/or related or integrated services, we reserve the right to implement and request payment for such services and you agree to pay the charges as set out and published on our website and/or communicated to you from time to time, free of conditions, set-off, bank exchange, commission or any other deduction to you, and you agree not to defer, adjust or withhold any such payment.

Unless otherwise indicated, all charges communicated to you exclude VAT.

WE RESERVE THE RIGHT TO (i) CHARGE INTEREST AT THE MAXIMUM RATE PERMITTED BY LAW, AND/OR (ii) SUSPEND THE PROVISION OF THE SERVICES, WITHOUT INCURRING ANY LIABILITY, IN THE EVENT THAT YOU, FOR WHATEVER REASON, REFUSE, FAIL AND/OR NEGLECT TO MAKE ANY PAYMENT OF ANY AMOUNT INVOICED BY US IN TERMS HEREOF.

Where payment is made by debit order, it is at all times your responsibility to:

- (i) carefully check and confirm that your debit order details are correct and that any amounts debited by us from your account are consistent with the amounts reflected in the invoices and statements we have sent you; and
- (ii) to notify us timeously in writing of any changes required to be made, or inconsistencies that need to be rectified.

9. LINKS TO AND FROM OTHER WEBSITES

Links or integrations to third party websites on/from our website are provided solely as a convenience to you. If you use these, links, you will leave our website and/or our secure environment. We have not reviewed any or all of these third-party websites and do not control and are not responsible for any of these websites or their content. Thus, we do not endorse nor make any representations about

them, or any information, software or other services or materials found there, nor any results that may be obtained from using them. If you decide to access any of the third-party websites, you do so entirely at your own risk. Unless you have received our prior written permission, you shall not establish a hyperlink, frame, metatag, or similar reference, electronically or otherwise, to our website.

10. INTELLECTUAL PROPERTY RIGHTS

At all times, all right, title and interest in and to our materials remains vested in us (i.e. belong to us) and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by regulatory provisions. These materials may not be copied, reproduced, modified, published, uploaded, posted to other websites or otherwise distributed in any way, without our prior written permission. Save as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any right to you to use or reproduce the materials. All our rights in this regard are and remain reserved.

11. ELECTRONIC COMMUNICATIONS

When you make use of any of the services and/or send e-mails to us, you consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to you by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be “in writing”.

12. HARDWARE

The terms applicable to any hardware rented or sold to you will appear in the applicable Hardware Rental Agreement and the Hardware Sale Agreement. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such hardware, and any remedy you seek to enforce shall be governed by the terms of the aforesaid rental and sale agreements.

13. SOFTWARE

Any software made available on or through our website or any hardware rented or sold to you is governed by license terms that establish a binding contract with a licensor. YOU AGREE TO INDEMNIFY US AGAINST ANY BREACH OF THESE LICENSE TERMS. We give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of the use of such software, and any remedy you seek to enforce shall be governed by the license agreement with the licensor.

14. COOKIES

We may place small text files called ‘cookies’ on your device when you visit our website. These files do not contain personal data, but they do contain a personal identifier allowing us to associate your personal data with a certain device. Many websites use cookies and you can find out more about them at www.allaboutcookies.org.

These files serve a number of useful purposes for you, including:

- ensuring the website functions correctly;
- granting you access to restricted content;
- tailoring our website's functionality to you personally by letting us remember your preferences, location or device type;
- improving how our website performs;
- understanding who our audience is, so that we can provide content most relevant to you;
- allowing third parties to provide services to our website; and
- helping us deliver interest-based advertising where appropriate in compliance with the applicable laws.

We use different types of cookies on our website. Some of these cookies are placed by us, while others are placed by our third-party plug-ins, suppliers or advertisers. These cookies may be deleted from your device at different times, such as at the end of your browsing session (when you leave the website) or after a pre-set amount time, or they may persist on your device until you delete them.

We use the following types of cookies on our website:

- essential cookies – these are cookies that allow our website to perform its essential functions. Without these cookies, some parts of our websites would stop working.
- site analytics cookies – these are cookies that monitor how our website is performing, and how you interact with it. We use them to know how best to improve our website or services.
- functional cookies – these are cookies that remember who you are as a user of our website. We use them to remember any preferences you may have selected on our website, like saving your username and password, or settings.
- advertising cookies – these are cookies that matches your interests or web searches with applicable advertising campaigns on our website. We use them to provide you with advertising that we think you might find useful.
- social media cookies – these are cookies that integrate with social media platforms. We use them to help you share content from our website to your chosen social media platform.
- flash cookies – these are cookies that help your device read content supported by Adobe Flash. We use them to make sure that any Flash advertisements or videos appear properly on your device.
- third party cookies – these are cookies that some of our business partners use on our website. We have no access to or control over them. Information collected by any of these cookies or widgets is governed by the privacy policy of the company that created it, and not by us.

Your internet browser generally accepts cookies automatically, but you can often change this setting to stop accepting them. You can also delete cookies manually. You can read how to do this at <https://www.digitaltrends.com/computing/how-to-delete-cookies/>.

Deleting or no longer accepting cookies may prevent you from accessing certain aspects of our website where cookies are necessary or cause the website to forget your preferences. Deleting cookies may not prevent you from seeing advertisements on our website, but such advertising may be less relevant to you.

15. DATA PROTECTION

This paragraph describes the principles governing our processing of personal data. It also records our compliance strategy regarding personal data.

15.1 Scope

The scope of this paragraph applies to all personal data processed in the course of our business, through our website and to all persons employed or engaged by us or by you, who process personal data.

15.2 Data protection laws

We are committed to protecting and respecting the privacy of our data subjects in accordance with the local data protection laws applicable to the jurisdictions in which we operate. As such, we have chosen to adopt a global approach to data protection compliance. The relevant local laws with which we will comply are:

- Protection of Personal Information Act 4 Of 2013 (South Africa);

In applying the relevant data protection laws, we will ensure that we:

- enable data subject rights;
- adhere to our data protection obligations as controller or processor; and
- apply the data protection principles.

In terms of data subject rights, we will ensure that our data subjects can:

- know when and why we process their personal data;
- request access to their personal data that we process;
- rectify any personal data of theirs that is incorrect;
- erase their personal data from our systems, where required;
- restrict our processing of their personal data, where required;
- object to our processing of their personal data;

- transfer their personal data from us to another controller in a structured and accessible format;
- be protected from us making automated decisions about them.

In terms of our obligations as controller, we will ensure that we:

- implement appropriate and reasonable technical and organisational measures to protect personal data;
- control our processors through a written contract;
- keep records of our processing activities;
- co-operate with the relevant data protection authorities;
- conduct data protection impact assessments, where required;
- consult with the relevant data protection authorities, where required;

In terms of our obligations as processor, we will ensure that we:

- enter into a contract with the relevant controller;
- appoint sub-processors only with the controller's written authorisation;
- process personal data only on the instructions of the controller;
- keep records of our processing activities done on behalf of the controller;
- inform the relevant data protection authorities of irregularities, where required;

In terms of the data protection principles, we will ensure that we process personal data:

- lawfully, fairly and transparently;
- only for a specific purpose that is explicit and legitimate;
- only as necessary for that purpose;
- accurately, and is kept up to date;
- for no longer than necessary to achieve the purpose; and
- securely.

15.3 Codes and standards

We consider the following codes and standards as being binding on us:

- King IV (corporate governance)

- ISO 27001 (information security management)
- ISO 27701 (data privacy management)
- ISO 31000 (risk management)

15.4 Compliance strategy

This paragraph sets out our compliance strategy for data protection specifically.

Our compliance strategy is to conform to Reasonable compliance – to do what is reasonably practicable to comply with those aspects of data protection that apply to our business, under the applicable data protection law.

We have identified the following areas as being key priorities in our compliance efforts:

- monitoring and applying our data protection activities consistently across our entities and jurisdictions.
- adopting compliance management software at a group level;
- adopting privacy by design and by default at a group level;
- managing our data processor relationships efficiently; and
- digitising our data processing activities.

15.5 Governance of data protection

We will appoint and maintain an Information Officer for this entity. The Information Officer is responsible for:

- promoting compliance with data protection law within the entity;
- ensuring awareness of data protection law within the entity;
- managing and responding to data subject access requests;
- managing and responding to data breaches or incidents;
- assisting the relevant data protection authorities with their investigations;
- developing, implementing and monitoring the compliance framework within the entity

The Information Officer will report to the Managing Director.

The information officer is responsible for overseeing data protection at Ensemble Trading 113 (Pty) Ltd. They are responsible for ensuring that the policy is effective and relevant. Their contact information is:

Name	Email
Tanya Hugo	tanya@callensemble.co.za

16. COMPLIANCE WITH LEGISLATION

You shall at your own risk and expense procure all authorisations that you may require to access the website and/or make use of the services. We do not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third party. You agree to comply at all times with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the services. You agree to indemnify us against any breach of the aforesaid authorisations and regulatory provisions by you.

17. DISCLAIMER AND RISK

THE USE OF THIS WEBSITE, THE SERVICES, AND THE CONTENT CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. WE DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO YOUR USE OF OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE AND ERROR-FREE NOR DO WE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT YOUR USE OF OUR WEBSITE AND SERVICES REMAINS WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT WE, OUR LICENSORS, OUR SUPPLIERS AND OUR STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF OUR WEBSITE OR THE SERVICES, AS SET FORTH BELOW. UNDER NO CIRCUMSTANCES ARE WE, OUR LICENSORS, OUR SUPPLIERS AND OUR STAFF LIABLE, WHETHER IN CONTRACT, WARRANTY, DELICT, VICARIOUS LIABILITY OR ANY OTHER FORM OF LIABILITY WHATSOEVER, FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF YOUR USE OR INABILITY TO USE OUR WEBSITE AND/OR THE SERVICES, EVEN IF WE, OUR LICENSORS, OUR SUPPLIERS, AND OUR STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS, DISSATISFACTION OR OTHER GRIEVANCE WITH OUR WEBSITE AND/OR THE SERVICES IS TO DISCONTINUE YOUR USE THEREOF.

19. CHOICE OF LAW, JURISDICTION AND COSTS

These Terms of Use are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Terms of Use will be subject to the jurisdiction of the South African courts.

IN THE EVENT WE NEED TO INSTRUCT ATTORNEYS TO PROTECT OR ENFORCE ANY OF OUR RIGHTS AGAINST YOU IN TERMS OF THESE TERMS OF USE, AND SHOULD WE BE AWARDED COSTS BY AN ARBITRATOR OR COURT, YOU AGREE YOU ARE RESPONSIBLE FOR AND UNDERTAKE TO REIMBURSE US SUCH COSTS ON AN "ATTORNEY-AND-OWN-CLIENT" BASIS, AS PER THE MANDATE BETWEEN US AND OUR ATTORNEYS.

20. ADDRESS WHERE LEGAL PROCEEDINGS MAY BE INSTITUTED

We choose the following address where we will accept service of court papers or any other documents (i.e. our chosen *domicilium citandi et executandi*):

Physical address: Attention: the Legal Advisor

57B Victoria Street

George

Republic of South Africa

We may change the above details by updating these Terms of Use from time to time. Please ensure you use the address that appears in the version of these Terms of Use published on the website at the time you intend to serve court papers or any other documents.

21. INVALID, VOID AND UNENFORCEABLE TERMS

Should any term herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of these Terms of Use shall nonetheless remain in full force and effect.

22. NO WAIVER OF RIGHTS

Any failure or delay by us at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by us of our rights, nor shall such affect our rights at a later time to enforce the same.

23. NO VARIATION

No alteration, variation, or consensual cancellation of these Terms of Use, including this clause 23, shall be of any force or effect, unless it is recorded in writing and signed (as defined further on) by you and us; "signed" referring to either a hand-written signature, or an "advanced electronic signature" as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).

24. QUERIES

Any queries regarding these Terms of Use must be directed to our legal representatives on 044 874 0626.

25. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT No. 25 of 2002 INFORMATION:

Company name: See clause 1 above.

Registration number: See clause 1 above.

Physical address: 59C Victoria Street, George, 6529.

Postal address: PO Box 10311, George, 6530

Website address: See clause 1 above

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