

## **WEBSITE DISCLAIMER AND TERMS & CONDITIONS**

### **WEBSITE DISCLAIMER**

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### **TERMS & CONDITIONS**

#### **Introduction**

Please read these terms of use carefully. By accessing or using this website, you agree to be bound by the terms and conditions described herein and by all terms, policies and guidelines incorporated by reference. If you do not agree to all of these terms, do not use this website.

These terms of use (“Site Terms”) apply to your use of this website (“Site”), and do not alter in any way the terms or conditions of any other agreement you may have with Change Financial Solutions (“CFS”, “us”, “we”, “our”), its subsidiaries or affiliates. By using this Site, you represent and warrant that you are over the age of 18 (or the age of majority in your country) and are lawfully able to accept these Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorised to accept these Site Terms on such entity’s behalf, and that such entity agrees to indemnify CFS for violations of these Site Terms.

#### **Privacy Policy**

We are committed to protecting your privacy. Please refer to our Privacy Policy for information on how we collect, use and disclose personal information. The terms of our Privacy Policy (as amended from time to time) are incorporated herein by this reference.

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You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, electronic communications, privacy, and the transmission of data exported from the Republic of South Africa, the country from which you export the data or the country in which you reside.

### **Trademarks**

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Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we will not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

### **Warranties and Undertakings**

You undertake to conduct all dealings with CFS and with other users of the Site with the utmost good faith and in accordance with all applicable laws.

### **Indemnification**

You agree to defend, indemnify and hold us harmless, as well as our subsidiaries, affiliates, licensors, employees, agents, sponsors, third party information providers and independent contractors, against any and all claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to your use of the Site (including, without limitation, any information you disclose in any dealings you have with any other user of the Site), your conduct, your use of or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorised use of the Site Content, or your violation of any rights of another

### **Limitation of Liability**

In no event shall we, our directors, members, employees or agents be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, delict (including, but not limited to, negligence) or otherwise, arising out of or in any way connected with the use of the Site,

the Site Content or the materials or services contained in or accessed through the Site, including, without limitation, any damages caused by or resulting from your reliance on any information obtained from us, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorised access to CFS's records, programs or services. In no event shall our aggregate liability, whether in contract, warranty, delict (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site exceed any compensation you pay, if any, to us for access to or use of the Site.

### **Dispute Resolution and Governing Law**

These Site Terms are governed by and will be interpreted according to the laws of the Republic of South Africa, and all disputes, claims and other matters in connection with these Site Terms will be determined in accordance with such laws.

Any dispute relating in any way to your use of the Site or the Site Content will be submitted to confidential arbitration to be held in Sandton under the rules of the Arbitration Foundation of Southern Africa (or its successor in title), to which arbitration you hereby consent; except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek interdictory, injunctive or other appropriate relief in any applicable court in the Republic of South Africa, and you consent to exclusive jurisdiction and venue of such courts. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Site Terms may be joined to an arbitration involving any other party subject to the Site Terms, whether through class arbitration proceedings or otherwise.

### **Termination**

Notwithstanding any of these Site Terms, we reserve the right, without notice and in our sole discretion, to restrict or block your use of the Site.

### **Miscellaneous Provisions**

These Site Terms (as varied from time to time in accordance with the "Changes to Site Terms" section below) constitute the sole record of the agreement between you and us in relation to your use of the Site. Neither you nor CFS will be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated, these Site Terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and us in respect of your use of the Site. Notwithstanding the foregoing, our licensors, advertisers or third-party content providers may be granted access to the Site by virtue of a separate written agreement with CFS. If this applies to you, these Site Terms must be read in conjunction with such agreement, which takes precedence over these Site Terms in the event of any conflict.

Failure or neglect by us to enforce at any time any of the provisions of the Site Terms may not be construed as a waiver of our rights. Any waiver of any provision of the Site Terms will be effective only if in writing and signed by us.

If any provision of these Site Terms is found to be unenforceable, wherever possible this will not affect any other provision, and each will remain in full force and effect.

Any rights not expressly granted herein are reserved.

### **Changes to Site Terms**

CFS reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in our sole discretion. When we make changes, we will revise the "Last Updated" date at the top of these Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit this Site.

### **Contact Information**

Questions or comments about the Site or Site Terms may be directed to CFS at [info@changeefs.co.za](mailto:info@changeefs.co.za).