

LEGAL TERMS AND CONDITIONS APPLICABLE TO THE ONLINE SERVICES

Please note that the use of this website is subject to a legal framework which governs the relationship between IP Management Company (IPMC) and the user. Please ensure you are familiar with the content below prior to using the online service.

DISCLAIMER AND LIMITATION OF LIABILITY

IP Management Company accepts no liability resulting from reliance being placed upon any information contained on this website. Whilst every effort is made to ensure the accuracy of information, inadvertent errors may occur, information may become outdated, and applicable laws and regulations may change. Information is made available on the website without any express or implied warranty.

IP Management Company disclaims liability for any damage (whether direct or consequential), claims or costs arising from use of the website or reliance being placed upon any information, links or representations provided.

CYBER LIABILITY

IP Management Company disclaims liability for any business interruption, cyber liability or data recovery including but not limited to any of the following:

Data recovery and business interruption:

- Loss of income and increased operating expenses experienced due to a network security breach
- Expenses for security specialists, attorneys, forensic investigators and loss adjusters to contain, manage and recover from an incident
- Network/business interruption to compensate the organisation for system downtime and consequent loss of earnings as a result of a breach
- Costs to restore/recover data and operations, or costs incurred until such point in time where it is established that data cannot be recovered / restored.
- Increased cost of working following a breach

Crisis management & notification expenses:

- Costs for communications during the crisis, especially to keep affected parties informed
- Notifications to affected parties
- Public relations campaigns to limit reputational damage
- Remediation services to safeguard affected parties, e.g. credit monitoring

Cyber liability:

- Any claims due to a network security or privacy breach, as well as associated regulatory fines and penalties to the extent insurable by law.
- Liability claims arising from the compromised data, e.g. victims of fraud resulting from their data being compromised, or clients whose IP has been leaked to a competitor, suing for damages
- claims as a result of system security failures causing harm to third-party systems and data
- Fines and penalties, to the extent insurable by law

Cyber extortion:

- Specialists to investigate and respond to the cyber extortion incident.

- Ransom demands.

Digital media liability:

- Digital media liability claims associated with disseminated content, including social media content.

ONLINE TERMS AND CONDITIONS

The user acknowledges and agrees that by accessing and / or registering for the IPMC online services, the user agrees to all the terms and conditions contained therein, including the privacy and security policy and any disclaimers. IPMC does not warrant that information provided via the online service is appropriate for all jurisdictions available via the internet, or for all investors or potential investors. The user is responsible for compliance with local laws and regulations.

LEGAL

The headings of the clauses in the terms and conditions are for ease of reference only and will not be used to interpret, modify or amplify the terms of the conditions.

The terms and conditions come into effect when the user accesses the website for the first time and constitute a binding legal agreement between the user and IPMC. The user warrants that they have the required legal capacity to enter into and be bound by contractual terms. Minors must be assisted by their legal guardians in this regard. IPMC reserves the right to amend the online terms and conditions at any time. The latest version of the terms and conditions will apply and unless specified will supersede any previous version. By accessing the online service, the user automatically agrees to be bound by the latest version of the online terms and conditions.

The use of the online service is subject to completion of a registration procedure and approval. IPMC reserves the right to accept or reject a registration application at its sole discretion. IPMC reserves the right to refuse access to the online services if we are unable to authenticate any of the information provided by the user, or if we are of the view that the user is conducting activities that are illegal, abusive, or may challenge the integrity of the website, or cause damage to IPMC in any way.

IPMC may modify, suspend or discontinue the online services, whether temporarily or permanently, without notice. IPMC shall not be responsible for any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, or the local or other authorities, any event of vis major or any other event over which we have no direct control.

All use of the online services, whether in whole or in part, shall be subject to the laws of the Republic of South Africa and any disputes relating to the above shall be submitted to and decided by arbitration.

The user accepts that:

- The arbitration shall be held with only the parties and their representatives present at the offices of the Arbitration Foundation of Southern Africa, Cape Town, Western Cape Province, South Africa.
- The arbitration shall be governed by the Rules of the Arbitration Foundation of Southern Africa, in terms of South African Law and shall be heard by an arbitrator or arbitrators appointed by the Foundation.

- The arbitrator shall have the fullest discretion with regard to the proceedings save that he shall be obliged to give his award in writing fully supported by reasons. His award shall be final and binding on the parties to the dispute save that a party shall be entitled to apply to the High Court of South Africa to set aside the award in regard to question of law or in the event of manifest or clerical error.
- Either party shall be entitled to have the award made an order of court of competent jurisdiction.
- The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
- The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.

Any breach by the user of any nature whatsoever of these online terms and conditions shall entitle IPMC to immediately terminate the delivery of the online service to the user without prior notice and without prejudice to IPMC's other rights in terms of these conditions, common law or statute. No failure or delay by IPMC to exercise any rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these conditions or prejudice our right to take subsequent action against the user.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable; the term, condition or provision will be deleted from the remaining terms, conditions and provisions which will continue to be valid to the full extent permitted by law. IPMC may refer any breach to the police if such breach constitutes a crime and / or claim damages for any loss and damage IPMC may suffer.

ADDRESS FOR LEGAL NOTIFICATION

1st Floor, Mariendahl House
Newlands on Main
Main Road, Newlands
7700

USER PIN & PASSWORD

The use of the online service is subject to creation of a Personal Identification Number (PIN) and password. The user is responsible to keep this information confidential and for all activities that occur in the account, either with or without your knowledge. The user must notify IPMC immediately of any unauthorised use of the PIN and password and / or any other breach of security. IPMC will not accept any liability in this regard.

ACCURACY OF INFORMATION

Although every effort will be made to ensure the accuracy of information contained on the website, IPMC does not warrant the correctness or completeness of information contained in the website nor its suitability for use by the user. Further, any information on the website does not constitute financial, tax, legal, investment, or other advice, or a solicitation of any form.

IPMC may source information and / or additional services from 3rd parties. IPMC will not accept any liability in relation to the provision of this information and / or additional services.

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ONLINE SERVICE RESTRICTIONS

Any form of linking to the online services and / or any page of the website without prior written permission is prohibited.

No person may:

- use the web site in a manner that could damage, disable, overburden, or impair any server or network, or interfere with any other party's use of the web site, or publish any content which may be unlawful in any way or cause any form of damage to IPMC.
- gain unauthorised access to information from the web site, a server, or a network by hacking, password mining, or any other means.

TECHNICAL REQUIREMENTS

IPMC recommends that users utilise up to date hardware and software when accessing the online services. It is the user's responsibility to ensure the hardware and software used are compatible with the online services and IPMC shall not assume any liability in this regard.

Further, IPMC does not warranty that any files, downloads, reports or publications or any form available via the online services are free of viruses or other forms of malicious software. It is the user's responsibility to ensure they implement adequate protection measures in this regard.

PRIVACY AND SECURITY POLICY

IP Management Company respects your privacy and is committed to keeping your information confidential. The protection of information in connection with the use of the website is safeguarded by a set of procedures and controls specifically designed for this purpose, and implemented in conjunction with our administrators. We undertake not to use or distribute your personal information in any way, save for as required under any law or regulation. While reasonable steps are taken to safeguard the privacy and confidentiality of your personal information, we cannot guarantee the security of any information you transmit to us electronically and you do so at your own risk.

IP Management Company shall not be liable for any losses or damages suffered arising from reliance being placed upon any of the contents of the above policy. We reserve the right to amend our privacy and security policy at any time. Unless otherwise stated, the current version shall supersede and replace all previous versions of this privacy and security policy.