

## **Annexure A**

### **Terms and Conditions**

Thank you for visiting our website. Before you go any further it is important that you read and understand the conditions under which you will be using this site.

### **Acceptance**

These conditions become effective when you access the site for the first time and constitute a binding agreement between Kagiso Asset Management and yourself which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this site.

All references herein to Kagiso Asset Management or Kagiso shall be deemed, unless otherwise stated, to include Kagiso Asset Management (Pty) Ltd, the Kagiso Trust, the Kagiso Group, their holding companies and or subsidiaries.

### **Nature of Information on the Site**

All information on this site is only intended to provide you with general information about us, our products, services and objectives. Nothing on this site should be treated as an offer but merely as an invitation to do business with us.

We may provide information from time to time on:

- projected revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items;
- the plans, objectives and/or projections of the company for future operations;
- future economic performance; and
- investment products.

Such information may only be estimations and actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisors before relying on any information on this site.

### **Your Privacy and Security**

Kagiso respects users' rights to privacy and confidentiality and consequently undertakes not to sell or exchange personal information with any third party outside of the Kagiso Group for any purpose whatsoever. However, Kagiso reserves the right to disclose or report personal information in limited circumstances where it is believed in good faith, that disclosure is required under law, to co-operate with regulators or law enforcement authorities, to perform necessary credit checks or collect or report debts owed to Kagiso, to protect its rights or property, or to disclose information on reasonable request by the unit trust Asset in which the investor has invested.

Our commitment to your privacy and security of your personal information is outlined in our privacy and security statement – Annexure B.

## **Amendments to these Conditions**

We may amend these conditions from time to time. By accessing this site you are bound to the version of the conditions published here at the time of any visit to this site. You agree to view the current version each time you access the site.

## **Information Feeds**

We may use the services of other organisations to provide information on the site. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it.

## **Linked Third Party Sites**

This site may contain links to other websites with information and material produced by other parties. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from our site to any other website does not mean that we have scrutinised or endorsed the owners or administrators of the websites or their business or security practices and operations.

## **Permission for Hyperlinks**

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this site or any subsidiary pages before receiving our prior written approval, which may be withheld or granted subject to the conditions we specify from time to time.

An application for linking must be submitted to [webmaster@kagisoam.com](mailto:webmaster@kagisoam.com). Once received we will do our best to respond and enter into further discussions with you. If you do not receive a written response from us within five business days, consider your request as having been rejected.

Breach of these conditions entitles us to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to us on an attorney and own client scale.

## **Our Intellectual Property**

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the site. You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts, provided that:

- the material is used for considering use of the online services and for no other commercial purposes;

- any reproduction of our proprietary material from this site or portion of it must include our copyright notice in its entirety.

The logos and trademarks shown on this site are our registered and unregistered trademarks or that of third parties. Nothing on this site should be construed as granting any licence or right to use any trademark without our prior written permission and/or that of third parties, as the case may be. You may not, without our prior written permission, use our intellectual property or that of third parties for any other purposes. An application to use our intellectual property must be submitted to [webmaster@kagisoam.com](mailto:webmaster@kagisoam.com). Upon receiving your application we will do our best to respond and enter into further discussions with you. If you do not receive a written response from us within five business days, consider your request as having been rejected.

Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the site, whether it constitutes confidential information or not, and that you have no right, title or interest in any such material.

### **Software**

You are required to use and maintain hardware and software of sufficient quality and performance capability and to use only the latest versions of Microsoft Internet Explorer and Netscape browsers. Your failure to use these browsers may result in a higher security risk and/or cause some or all of the functionality of the site not to operate properly or at all.

Software, if any, made available for download on or via our site is governed by licence conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these licence conditions. We give no warranty and make no representation, whether express or implied, as to the quality or fitness for purpose of the use of such software.

No warranty, whether express or implied, is given that any files, downloads or applications available via this site are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

### **Transmission of Information**

Information transmitted via the internet, including e-mail, is susceptible to unlawful access or monitoring. Users shall bear all risk of transmitting such information in this manner and under no circumstances will Kagiso be liable for any loss, harm or damage suffered by them as a result thereof. Kagiso reserves the right to request independent verification of any information transmitted via the website or e-mail.

### **Termination, Suspension and Limitation**

We may modify, suspend or discontinue the site, whether temporarily or permanently, without notice. We may also impose limits or conditions on the right to certain services, features or functions and we may restrict access to parts of or all of the services on the site.

## **No Warranties or Representations**

We do not warrant that the site or online services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality.

We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, year 2000-compliance, non-infringement, compatibility, security and accuracy.

## **Disclaimer and Limitation of Liability**

Although we have taken care to ensure that the content on this site is accurate and that you suffer no loss or damage as a result of your use of this site, this site and the online services are provided "as is".

Use of this site and the online services is entirely at your own risk. You assume full responsibility for the risk or loss resulting from your use of this site and your reliance on the material and information contained on it.

We and our affiliates, shareholders, agents, consultants or employees are not liable for any damages whatsoever relating to your use of this site or the online services or the information contained on this site or your inability to use this site or the online services. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage.

Without derogating from the generality of the above, we will not be liable for:

- Any interruption, malfunction, downtime or other failure of the site or online services, our system, databases or any of its components, for whatever reason;
- Any loss or damage arising from your orders, investment decisions, purchases or disposal of goods and services, including financial instrument(s) or currency, from third parties, based on the information provided on this site;
- Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects; negligence on our part or caused by the year 2000 computer problem;
- 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 (currently Telkom), internet service providers, electricity suppliers (currently Eskom), local authorities and certification authorities;
- Any event over which we have no direct control.

## **Capacity to enter into Agreements**

You hereby warrant to us that you have the required legal capacity to enter into and be bound by contractual terms. Minors must be assisted by their legal guardians when reading these conditions. If you are unsure whether you have the legal capacity to enter into agreements, contact someone able to provide you with this information before you continue using this site.

## **Jurisdiction**

All transactions and interactions conducted by the medium of this website, whether in whole or in part, shall be subject to South African law and only South African courts shall have jurisdiction to hear disputes arising there from or from these Conditions. No alternative dispute resolution code is applicable to transactions and interactions conducted by the medium of this website, unless otherwise determined from time to time, in which case such dispute resolution codes are to be made electronically accessible to the user.

## **Breach**

If a user commits any breach of these conditions or uses the online services or in any other manner interacts with the website in an unlawful or unauthorised manner, Kagiso shall be entitled to terminate the delivery of the service to the user immediately without prior notice without prejudice to Kagiso's other rights in terms of these conditions or in law.

## **Our Address for Notices and Service of Legal Process**

Our chosen address for any legal notice is:

Fifth Floor  
MontClare Place  
Cnr Campground and Main Roads  
Claremont  
7708

Tel: +27 21 673 6300

## **The Law Governing our Relationship**

The conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

## **General Provisions**

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

Where any dates or times need to be calculated in terms of the conditions, the international standard time: GMT plus two hours shall be used.

No failure or delay by us to exercise any of our 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 you.

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.

If you have any questions or do not understand anything in these conditions please send an email to [webmaster@kagisoam.com](mailto:webmaster@kagisoam.com) and we will respond to you as soon as possible.