

TERMS OF SERVICE

Riskworx (Pty) Ltd (“Riskworx”) is a risk management consultancy that specialises in banking and insurance across the United Kingdom, Europe, Asia, Australia, South Africa and throughout sub-Saharan Africa.

Riskworx offers this website (www.riskworx.com), including all content, information, features, tools and services (“Website”) available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Website, you engage in our service and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the Website, you acknowledge and agree to be bound by these Terms of Service, including without limitation users who are browsers and/or contributors of content. If you do not agree to all the terms and conditions of this agreement, then do not access the Website offered. We reserve the right to refuse access to or use of our Website and accompanying service to anyone for any reason at any time without notice.

Throughout the Website, the terms “we”, “us” and “our” refer to Riskworx.

I SECTION 1 - CHANGES TO TERMS OF SERVICE

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to these Terms of Service constitutes acceptance of those changes. You can review the most current version of the Terms of Service at any time at this page.

I SECTION 2 – ACCESSING AND USING THE WEBSITE

Subject to your ongoing compliance with these Terms of Service, Riskworx hereby grants you license to access and use the Website solely for your personal, non-commercial and lawful purposes provided that you maintain all copyright, trademark and other intellectual property notices therein.

Your use of the Website, including all features and functionalities associated therewith, shall be in accordance with all applicable laws, rules and regulations, or other restrictions on use. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website or any contact on the website, without express written permission by us.

I SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Website is at your own risk.

Additionally, the information on the Website is provided to you with the understanding that Riskworx’s provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. Information on the Website should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors.

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our

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Directors

Selebelo Selamolela
Ashley Kanter

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Co. Reg. No: 1999/018711/07

Website. You agree that it is your responsibility to monitor changes to our Website.

I SECTION 4 - MODIFICATIONS TO THE WEBSITE

Any new content, information, features, services or tools which are added to the Website shall also be subject to the Terms of Service. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

We reserve the right at any time to modify or discontinue the Website and accompanying services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Website and its various content, information, features and tools.

I SECTION 5 - THIRD-PARTY LINKS AND TOOLS

Certain content, information, features, tools and services available via our Website may include materials and hyperlinks from third-parties. Third-party links on this Website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating any third-party content and we do not warrant and will not accept any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

Furthermore, we may provide you with access to third-party tools over which we neither monitor nor have any control over. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall accept no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion. Please review carefully the third-party’s policies and practices and make sure you understand them. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

I SECTION 6 - USER CONTENT, FEEDBACK AND OTHER SUBMISSIONS

If you, with or without our request, post, submit, share or publish any information, whether online, by email, by postal mail, or otherwise (collectively, “content”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comment that you forward to us in line with all relevant and applicable regulation and legislation.

We are and shall be under no obligation

- to maintain any content in confidence;
- to pay compensation for any content; or
- to respond to any content. We may monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service. You agree that your content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.

You further agree that your content will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any content. You are solely responsible for any content you make and their accuracy. We take no responsibility and assume no liability for any content posted by you or any third-party.

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| SECTION 7 - PERSONAL INFORMATION

Your submission of personal information through the Website is governed by our Privacy Policy. You can view our Privacy Policy at www.riskworx.com.

| SECTION 8 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omission. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Website or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information on the Website or on any related website except as required by law. No specified update or refresh date applied on the Website or on any related website, should be taken to indicate that all information on the Website or on any related website has been modified or updated.

| SECTION 9 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Website:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Website or any related website, other websites, or the Internet. We reserve the right to refuse access to or use of our Website and accompanying service to anyone for any reason, at any time without notice.

| SECTION 10 - DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

The Website is (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. We do not guarantee, represent or warrant that your use of our Website will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Website will be accurate or reliable. You agree that from time to time we may remove the Website for indefinite periods of time or cancel the Website at any time, without notice to you. You expressly agree that your use of, or inability to use, the Website is at your sole risk.

In no case shall Riskworx, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract,

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tort (including negligence), strict liability or otherwise, arising from your use of any of the Website, or for any other claim related in any way to your use of the Website, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Website or any content posted, transmitted, or otherwise made available via the Website, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

I SECTION 11 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Riskworx and subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, (collectively, the “Indemnified Parties”) from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by any or all the Indemnified Parties in connection with any claim arising out of or relating to:

- your access to or use of the Website, or
- any breach by you of these Terms of Service or the representations, warranties, and covenants you have made by agreeing to these Terms of Service.

You shall cooperate as fully as reasonably required in the defence of any such claim. Riskworx reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

I SECTION 12 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

I SECTION 13 - COPYRIGHTS AND USE OF WEBSITE CONTENT

The copyright in all content, information, features, tools and services on the Website, including text, graphics, videos, audio recordings, software, algorithms, artwork, interfaces, photographs, logos, icons, and images and the selection and arrangement thereof along with any enhancements to or derivative works thereto (collectively, “Content”), is the exclusive property of Riskworx or its licensors. None of the Content shall be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Riskworx or the copyright owner in each instance. You shall not “mirror” or “frame” any Content or the Website itself, in whole or in part, without Riskworx express written permission. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All rights not expressly granted are hereby reserved. You shall be solely responsible for ensuring that any information or Content obtained from the Website does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, data or operations.

I SECTION 14 - ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on this Website constitutes the entire agreement and understanding between you and us and govern your use of the Website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

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| SECTION 15 - GOVERNING LAW

These Terms of Service and any separate agreements relating to the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa.

| SECTION 16 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@riskworx.com

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