

# **TERMS AND CONDITIONS AND DISCLAIMERS FOR THE EDGERISK WEBSITE**

## **1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1 The EdgeRisk website (“WEBSITE”) is owned and operated by EdgeRisk (Pty) Ltd.
- 1.2 The products and services offered by or through the WEBSITE are made available subject to the terms and conditions (“TERMS AND CONDITIONS”) set out herein.
- 1.3 By using the WEBSITE, you agree to be bound by and to comply with the TERMS AND CONDITIONS and any other terms and conditions that may be required by EdgeRisk from time to time.
- 1.4 Any correspondence relating to this WEBSITE should be addressed to:  
Head Group Legal  
EdgeRisk (Pty) Ltd

## **2. PRIVACY POLICY**

- 2.1 EdgeRisk is committed to protecting your privacy when using the WEBSITE.
- 2.2 EdgeRisk does not collect personally identifiable information from you unless it is provided to EdgeRisk voluntarily and knowingly.
- 2.3 EdgeRisk does collect non-personal information from you when using the WEBSITE such as your IP address, the date and time of your visit, the pages browsed and the type of internet browser you use. This information enables EdgeRisk to administer the WEBSITE, including quality control and diagnosing problems, and to collect broad demographic information for its own purposes.
- 2.4 EdgeRisk may store information, commonly known as “cookies” on your computer. These cookies ensure that you do not need to re-enter your details every time you visit the WEBSITE. You can erase or block cookies from your computer by changing the settings on your computer.

2.5 Any information obtained by EdgeRisk is used solely by EdgeRisk and its website administrators for internal purposes, unless you have personally authorised EdgeRisk to release your information to third parties, or if EdgeRisk is required to do so by law.

2.6 EdgeRisk shall not be responsible for the privacy policies and practices of any other website even if you access such other websites using links from the WEBSITE, or access our WEBSITE using links from any other website. It is your responsibility to familiarise yourself with the privacy policy of each website that you visit.

### **3. EMAIL POLICY**

The Email Policy is detailed in a separate document on the WEBSITE. The terms and conditions of the Email Policy form part of these TERMS AND CONDITIONS.

### **4. COPYRIGHT**

4.1 The content and design of this WEBSITE including text, graphics, data bases, software, button icons and images, is subject to copyright and is owned by EdgeRisk or is used under licence from third party copyright owners.

4.2 You are permitted to view, copy, download or print parts of this WEBSITE provided that it is used for information purposes only or for non-commercial purposes. No part of this WEBSITE may be reproduced or transmitted for any other purpose.

4.3 You are not permitted to move or change anything on the WEBSITE nor include or create links to or from the WEBSITE.

### **5. GENERAL DISCLAIMERS**

5.1 The information contained on the WEBSITE is on an “as is” and “as available” basis. EdgeRisk makes no representations and gives no warranties, either express or implied, as to the operation of the WEBSITE or to the accuracy, completeness or correctness of the information, contents and materials on the WEBSITE.

5.2 The information contained on the WEBSITE is intended for general information only. It is not intended to be a substitute for professional

advice. Before placing any reliance on the information contained on the WEBSITE, please contact EdgeRisk or your own professional advisors. Your use of the information contained in the WEBSITE is entirely at your own risk.

- 5.3 EdgeRisk shall not be liable for any direct or indirect loss, damage (including punitive, incidental, special or consequential damages), cost or expense suffered by you as a result of, arising out of or in connection with your use of the WEBSITE, irrespective of whether such claim arose in contract, delict or otherwise. Such limitation of liability will also apply in respect of any damages resulting from your inability to use the WEBSITE for whatever reason.

## **6. GENERAL**

- 6.1 These TERMS AND CONDITIONS are governed by and construed in accordance with the laws of the Republic of South Africa and you agree to the non-exclusive jurisdiction of the High Court of South Africa for any proceedings arising out of or in connection with the WEBSITE.
- 6.2 Should you violate these TERMS AND CONDITIONS, EdgeRisk reserves the right to take legal action against you. Should EdgeRisk fail to take action against you, such failure shall not constitute a waiver of any right which EdgeRisk has under these TERMS AND CONDITIONS and will not preclude EdgeRisk from exercising any rights which may have arisen in the past or which might arise in the future.
- 6.3 Each provision of these TERMS AND CONDITIONS is severable from each other. If a court finds that any provision of these TERMS AND CONDITIONS is invalid, illegal or otherwise unenforceable for any reason, the remaining provisions of these TERMS AND CONDITIONS will continue to be of full force and effect.
- 6.4 All services rendered will be subject to the terms and conditions of the engagement letter entered into between the client and the specific legal entity concerned. EdgeRisk (Pty) Ltd does not offer professional services in its own name