

Kuda Holdings Proprietary Limited
(Registration Number: 2008/018404/07)
Website Terms and Conditions of Use

THESE TERMS OF USE GOVERN YOUR USE OF THE WEBSITE.

BY ACCEPTING THESE TERMS OF USE BY ACCESSING THE WEBSITE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. IN THE EVENT THAT YOU ARE REPRESENTING A COMPANY OR OTHER ENTITY, YOU WARRANT THAT YOU ARE DULY AUTHORISED TO DO SO AND THAT THESE TERMS OF USE CONSTITUTE VALID AND BINDING OBLIGATIONS ON SUCH COMPANY OR ENTITY, IN WHICH CASE “YOU” AND “YOUR” SHALL REFER TO SUCH COMPANY OR ENTITY.

IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MAY NOT ACCESS THE WEBSITE.

YOUR ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 7 AND 8 THAT LIMIT THE RISK AND LIABILITY OF, AND IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY US AND OTHER PARTIES.

1 Definitions

- 1.1 “Business Day” refers to any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 1.2 “Cookies” refers to small pieces of information stored on your hard drive which help you to navigate the Website as easily as possible.
- 1.3 “Content” refers to all content, videos, products, text and/or other materials embedded, displayed or made available on the Website from time to time.
- 1.4 “Data” refers to Personal Information as defined in the Electronic Communications and Transactions Act, 25 of 2002 and/or in the Protection of Personal Information Act, 4 of 2012 and/or third party information provided by you pursuant to your use of the Website.
- 1.5 “Privacy Policy” refers to Kuda’s privacy policy, a copy of which is available on the Website.
- 1.6 “Services” refers to any services offered by Kuda.
- 1.7 “Kuda” refers to Kuda Holdings Proprietary Limited, a private company duly registered in terms of the laws of the Republic of South Africa with registration number 2008/018404/07 and its subsidiary, Kuda Foreign Exchange Proprietary Limited, a private company with registration number 2012/221693/07.
- 1.8 “These/the Terms of Use” refers to these terms of use.
- 1.9 “Website” refers to, and includes any part or element of, www.kuda.co.za, and any sub-site or other website owned or used by Kuda from time to time.

2 Use of the Website and the Content

You undertake to:

- 2.1 use the Website and the Content only for the purposes for which they are intended and in accordance with these Terms and Conditions, and for no other purpose;
- 2.2 not reverse engineer, decompile or disassemble the Website, or attempt to do so;
- 2.3 not attempt to gain unauthorised access to the Website or related systems or networks;

- 2.4 not copy the Website and the Content or any part, function or feature thereof;
- 2.5 not circumvent, remove, alter, deactivate, degrade or thwart any of the protections in respect of the Website or the Content; and
- 2.6 not use any code, software or device to interfere or attempt to manipulate the Website or any part, function or feature thereof and/or interfere with its proper working.

3 Intellectual Property Rights

- 3.1 The Website and the Content are proprietary to Kuda. Except as provided for in these Terms of Use, no licence or any other right is granted to you in respect of the Website and the Content and you will not, and will not permit any third party to, archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, create derivative works from the Website and the Content without Kuda's prior written consent.
- 3.2 You acknowledge and agree, as between you and Kuda:
 - 3.2.1 All intellectual property rights in and to the Website and the Content, including all source information, data and code, vest in Kuda.
 - 3.2.2 You will not, and shall not permit or assist any third party, to infringe Kuda's rights in and to the Website and the Content.
 - 3.2.3 You will not challenge, question or dispute Kuda's right, title and interest to any of its intellectual property rights in and to the Website and the Content, nor the ownership thereof or assist any other person or entity to do so.

4 Privacy and Data Collection

- 4.1 Kuda receives, processes and secures your Data in accordance with its Privacy Policy. You hereby confirm that, as the party providing Data, you agree to the terms of the Privacy Policy and undertake to be bound by the provisions thereof.
- 4.2 You consent to the processing of your Data and the use of images and/or videos of you by Kuda for purposes of these Terms of Use.
- 4.3 Kuda does not and will not assume any obligations with respect to your Data or the use of your Data other than as set out in these Terms of Use or in terms of any applicable laws.
- 4.4 Where Kuda has been appointed as the preferred supplier to a third party for the provision of the Services, you consent to the processing and disclosure of your Data to such third party and acknowledge and agree that Kuda shall not be liable for such third party's conduct or the third party's website.

5 Cookies

Kuda, in accordance with its Privacy Policy, might store certain information on your computer when you view or access the Website in the form of a Cookie or similar file. You have the option of setting your browser to reject Cookies. However, doing this will hinder performance and negatively impact your experience on the Website.

6 Breach

Should you breach any provision of these Terms of Use and fail to remedy such breach within 5 (five) Business Days from the date of written notice from Kuda calling upon you to do so, Kuda shall have the right to take whatever action may be necessary to enforce its rights under these Terms of Use and claim such damages as it may have suffered as a result of such breach together with all legal costs on the attorney and own client scale.

7 Disclaimer

- 7.1 The Website and the Content are provided "as is" without any warranties, including but not limited to express or implied warranties of merchantability, fitness for a particular purpose, compatibility of the Website or Content with your software or devices, title and non-infringement or about their suitability, reliability or accuracy.
- 7.2 Whilst Kuda uses all reasonable commercial endeavours to ensure that the Website and the Content are accurate and lawful, they may contain inaccuracies or errors or be unlawful. Kuda accepts no responsibility or liability for any inaccurate, unlawful or erroneous Content.

8 Exclusion of Liability and Indemnity

You absolve Kuda and its employees, officers, directors, contractors and agents ("the Indemnified Parties") from all liability and indemnify them from any claim by any person for damages or loss of whatever nature (including but not limited to consequential damages or special damages) arising directly or indirectly from your use of the Website and the Content whatever the cause/causes are (including any negligent or grossly negligent act or omission by any of the Indemnified Parties), save only for the exclusion of intentional action on the part of the Indemnified Parties.

9 General

- 9.1 **Marketing:** You hereby consent to Kuda using your information to contact you about promotions and services. You are entitled, at any stage, to opt out of these communications by clicking on the "Unsubscribe" option on the communication.
- 9.2 **Applicable Law and Jurisdiction:** These Terms of Use shall be governed by and interpreted in accordance with South African law. You consent to the jurisdiction of South African courts and agree that any dispute arising out of these Terms of Use or the interpretation thereof, both while in force and after its termination, or any claim for payment howsoever arising shall be submitted to and determined by a court of law in the Republic of South Africa.
- 9.3 **Changes:** Kuda may, from time to time, and in its sole discretion, amend these Terms of Use. Such changes will be effected by way of publication thereof on the Website, and you waive any right you may have to receive specific notice of such changes or modifications.
- 9.4 **Assignment:** These Terms of Use are personal to you and shall not be assigned (whether voluntarily or involuntarily) or otherwise transferred in whole or in part by you without the prior written consent of Kuda. Notwithstanding the foregoing, you hereby consent to the assignment by Kuda of these Terms of Use to a third party without notice to you.
- 9.5 **Waiver:** No latitude, extension of time or other indulgence which may be given or allowed by Kuda to you in respect of the performance of any obligation or enforcement of any right arising from these Terms of Use and no single or partial exercise of any right by Kuda shall under any circumstances be construed to be an implied consent by Kuda or operate as a waiver or a novation of, or otherwise affect any of Kuda's rights in terms of or arising from these Terms of Use or estop Kuda from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of these Terms of Use.
- 9.6 **Notices:** You choose the e-mail address submitted to Kuda in connection with your use of the Website and Content or use of the Services, as may be updated from time to time, as your *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of these Terms of Use.

All notices, legal processes and other communications must be delivered to Kuda for the purposes of these Terms of Use by e-mail to the following address:

E-mail: gilbert@kuda.co.za

Any notice to a party delivered by email to its chosen e-mail address, unless the contrary is proved, shall be deemed to have been received on the day of delivery or transmission as the case may be.