

# FIRST RIVER

## CAPITAL

## TERMS OF USE

(Version effective as of 1 January 2018)

### IMPORTANT NOTICE

1. Please read our terms of use carefully. Your use of this web site will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site.
2. OUR TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT OUR LIABILITY. THESE TERMS HAVE BEEN SET OUT IN CAPITAL LETTERS. YOU SHOULD PAY PARTICULAR ATTENTION TO THESE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF OUR WEB SITE.
3. If you are not yet 18, you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our terms of use prior to you accessing our web site. If you are under 18 and fail to obtain such consent you may not access our web site.
4. We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.

Should you have any questions regarding this site or these terms of use, please contact our Web Administrator at [info@firstrivercapital.co.za](mailto:info@firstrivercapital.co.za).

## Part A: General Information

- "We" are First River Capital (Pty) Ltd and "us" and "our" have a corresponding meaning herein.
- We are a juristic person established in accordance with the laws of the Republic of South Africa with registration number: 2017/449033/07.
- Details of the directors of the company are available at [Directors](#).
- Our postal address is PO Box 57, Paarl, 7622.
- Our Physical Address is at 21 Martinson Road, Mostertsdrift, Stellenbosch, 7600.
- Our telephone and facsimile numbers are Tel: +27 (0) 82 887 8322, Fax: +27 (0)21 863 1198.
- Our email address is [info@firstrivercapital.co.za](mailto:info@firstrivercapital.co.za).
- Our webmaster can be contacted at [info@firstrivercapital.co.za](mailto:info@firstrivercapital.co.za).

# Part B: General Terms of Use

## 1. DEFINITIONS

In these terms of use:

- “We”, “us” and “our” means FirstRiver Capital (Pty) Ltd; and
- “You” means the user of this web site.

## 2. GENERAL CONDITIONS OF USE FOR THIS WEB SITE

1. This web site provides general information about the services that we offer to our clients. Nothing contained on this web site should be viewed as an offer or professional advice of any kind.
2. The services advertised on this site are subject to specific terms and conditions which you will be required to agree to prior to making use of such services. If you are interested in making use of our services you should contact us directly via telephone or email according to the contact details provided above.
3. You may not access this site for any purpose other than for general informational purposes. You may not access our site for the purposes of redistributing or otherwise using any of the content displayed or contained on this site for your own business purposes unless you are expressly licensed thereto by us in writing.
4. You may not use your access to this site in a manner that would bring us, our business and/or any of our personnel into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of this site.
5. You may not to post or transfer any material to our web site that is unlawful or violates any third party’s rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties’ computer system. We may remove any content you have submitted to this site and/or suspend your access to any part of this site at any time without notice.
6. We do not usually monitor, edit, control or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify us if you have a complaint about the activities of or content submitted by a user of this site.
7. Notwithstanding that this site may contain links to third party web sites and that some third party web sites may contain links to this site we do not control, endorse or approve the activities, services or content of any such third party web sites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
8. Proprietary rights (including without limitation, the trade marks, copyright and all other intellectual property rights) in the components of this site belong to us and our licensors, including in the compilations, collective works and derivative works created incorporating the content of our users. The individual content you may submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.
9. The downloading and use of data contained on this web site is done at your sole discretion. You should independently verify the completeness and reliability of information provided on or via this site. Your access of this web site is done at your own risk and you should be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
10. We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use. It is your responsibility to review our terms of use on each occasion prior to making use of this site. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.

11. YOU MAY PROVIDE AND WE MAY COLLECT CERTAIN INFORMATION ABOUT YOU AND YOUR USE OF OUR WEB SITE AND SERVICES. WE WILL COLLECT, PROCESS, USE AND DISCLOSE SUCH INFORMATION STRICTLY IN ACCORDANCE WITH OUR CLIENT INFORMATION PROCESSING POLICY, WHICH MAY BE ACCESSED AT [INFORMATION PROCESSING POLICY](#).
12. We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our web site and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.
13. You are solely responsible for any and all costs that may apply to your access to and use of this web site and the services offered on it.
14. These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to your use of this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us. Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of the terms.

### **3. DISCLAIMER**

YOU ACKNOWLEDGE THAT THE INFORMATION CONTAINED ON THIS WEBSITE IS OF A GENERAL NATURE ONLY AND THAT IT DOES NOT CONSTITUTE AN OFFER OR PROFESSIONAL ADVICE OF ANY KIND. RELIANCE ON AND USE OF OUR WEB SITE AND THE CONTENT DISPLAYED ON THE WEBSITE IS THEREFORE AT YOUR OWN RISK AND SHOULD BE INDEPENDENTLY VERIFIED. IN NO EVENT WILL WE BE LIABLE FOR ANY INJURY, EXPENSE, LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW, AND YOU INDEMNIFY US AND OUR PERSONNEL AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION WITH SUCH RELIANCE OR USE. YOU FURTHER AGREE TO INDEMNIFY US AGAINST ANY LOSS, EXPENSE OR DAMAGE SUFFERED BY US AS A RESULT OF ANY THIRD PARTY CLAIM WHICH ARISES FROM OR IS BASED UPON YOUR CONDUCT OR RELIANCE ON THE WEB SITE OR YOUR FAILURE TO COMPLY WITH THESE TERMS.

### **4. COMPLAINTS AND DISPUTES**

1. If you have any complaint relating to this website, you can submit your complaint via email to our Web Administrator. We will try to do our best to resolve any problems that arise. We require that provide us with the following as part of your complaint:
  - Your full names, physical address, telephone number and email address;
  - The location and description of the service feature which is the cause of your complaint;
  - The problem which is the subject of the complaint;
  - The actions you would like us to take to remedy the problem;
  - A statement confirming that you are making the complaint in good faith; and
  - A statement confirming that the information you are providing to us is to the best of your knowledge true and correct.

Please incorporate your signature into the complaint.

2. Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Western Cape High Court, Cape Town provided that if any South African Magistrate's Court has competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Magistrate's Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction.
3. Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intent thereof, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.