

## **KENSINGTON CAPITAL WEBSITE TERMS OF USE**

### **Acceptance**

Your use of the KENSINGTON Capital website ("Website") is subject to these terms of use ("Terms") and by accessing the Website, you agree to be bound to the version of the Terms published at the time of any visit to the Website. Furthermore, you agree to be bound by, and comply with, all applicable laws and regulations.

The Terms become effective when you access the Website for the first time and constitute a binding agreement between KENSINGTON Capital and yourself.

The current version of the Terms governs our respective rights and obligations each time you access the Website. A certificate provided by the administrator responsible for maintaining the Website will be prima facie proof of the date of publication and content of the current and all previous versions of the Terms.

If you do not agree with any of the Terms, you are prohibited from accessing the Website.

### **Information on the Website**

All information on the Website is provided for general information purposes only and does not constitute legal, tax or other professional advice, nor does it constitute a proposal or recommendation to enter any transaction.

All information on the Website is provided "as is" and should not be treated as professional advice of any kind. You should consult your own professional advisors before relying on any information on the Website. KENSINGTON Capital does not promise that the Website will be error-free, uninterrupted or that it will provide specific results.

All information on the Website is subject to change without notice.

### **Permitted use of information on the Website**

All information on the Website is for your personal, non-commercial use only. You may not transmit, modify, copy, distribute or make commercial use of the Website or any information on it without KENSINGTON Capital's prior written consent.

You may download and/or print out all information on the Website for your own personal, non-commercial use.

### **Links**

KENSINGTON Capital has not reviewed all of the sites linked to the Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by KENSINGTON Capital of the site. Use of any such linked website is at the user's own risk. We accept no responsibility or liability for the content, use or availability of such third-party websites.

You are not permitted to link any other website to the Website without obtaining KENSINGTON Capital's prior written consent.

### **Third party information feeds**

KENSINGTON Capital may, from time to time, use the services of other organisations to provide information on the Website. We do not have any control over this information and make no representations or warranties of any nature as to its accuracy, completeness, or correctness.

All such information is provided "as is". Neither KENSINGTON Capital nor its officers, employees, shareholders, clients, representatives and/or service providers (collectively referred to herein as "Affiliates") shall be liable, whether directly or indirectly, for any damages that may arise from your reliance on any third-party website information.

### **Intellectual Property Rights**

The Website contains copyrights, trademarks and other intellectual property belonging to or licenced by KENSINGTON Capital. Unless otherwise provided, we are the owner or licensee of all such copyrights, trademarks and/or other intellectual property rights.

We do not grant you any ownership, licence or right of use to any such copyrights, trademarks and other intellectual property used on the Website by virtue of your access to the Website or otherwise.

### **No warranties or representations**

KENSINGTON Capital and its Affiliates make no warranties or representations whatsoever, whether expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property and/or other violation of rights.

Further, KENSINGTON Capital does not warrant or make any representations concerning the accuracy, timeliness, completeness, or reliability of the information on the Website or otherwise relating to such information or on any websites linked to the Website.

### **Limitations**

KENSINGTON Capital and its Affiliates shall not be liable for any damages of whatsoever nature (including without limitation, direct, indirect, consequential, special, damages for loss of data or profit, or due to business interruption), arising out of the use or inability to use the Website or in connection with any error, omission, defect, computer virus or system failure, or in connection with the access of, use of, performance of, browsing in or linking to other websites from the Website.

### **User liability and indemnity**

The user shall be liable to KENSINGTON Capital for any and all damages, costs or expenses incurred by KENSINGTON Capital resulting from any breach by the user of the Terms.

You agree to indemnify and holds KENSINGTON Capital and its Affiliates harmless from any loss, liability, claim or demand (including in respect of attorneys fees) made by any third party arising from or in connection with your use of the Website in any way.

### **Privacy and Protection of Personal Information**

KENSINGTON Capital's commitment to client privacy and protection of personal information is outlined in the KENSINGTON Capital External Privacy Policy (accessible on the Website).

By providing personal information (as defined under the Protection of Personal Information Act, No. 4 of 2013 and the KENSINGTON Capital External Privacy Policy) through the Website, you consent to the

use thereof by KENSINGTON Capital, in accordance with the KENSINGTON Capital External Privacy Policy.

### **Cookies**

You accept that we use cookies, which helps us understand your preferences based on previous or current Website activity in order to provide you with an improved service. For further information about cookies, please see our Website Privacy & Cookie Policy (accessible on the Website).

### **Viruses**

KENSINGTON Capital has taken reasonable measures to ensure the integrity of the Website and its contents. However, no warranty is given that any files, downloads or applications available via the Website are free of viruses which have the ability to corrupt your system.

### **Governing Law**

The laws of the Republic of South Africa govern the Terms and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of the Website.

### **Availability of Website**

KENSINGTON Capital may modify, suspend or discontinue the Website or any part thereof, whether temporarily or permanently, without notice. We may also limit your use of the Website or any part thereof without notice. The Website or parts thereof may therefore not be available at all times.  
Changes to the Terms

We reserve the right to amend and update the Terms from time to time and in our sole discretion, without notice, effective immediately once uploaded to the Website. If you continue to engage with us or access or use the Website after the amendments are made to the Terms and displayed on the Website, you will be deemed to have accepted the revised Terms.