LEGAL NOTICE

This website is hosted, controlled and operated from the offices of ACTOM Investment Holdings (Proprietary) Limited ("ACTOM") in Boksburg, Republic of South Africa.

The terms and conditions contained herein are binding and enforceable against all persons accessing or using the ACTOM website or any part thereof in terms of section 11(3) of the Electronic Communications and Transactions Act, 2002 ("the ECTA").

A copy of the ECTA may be downloaded from:

Governing Law and Jurisdiction

By accessing or using this website, you hereby agree that:

- any dispute of whatsoever nature relating to or arising out of any use of or inability to use this website, whether directly or indirectly, shall be governed by the laws of the Republic of South Africa without giving effect to any principle of conflict of laws, and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa;
- such access or use shall be regulated by the terms and conditions set out herein;
- any reliance on or use of any information contained in this website shall be for your own risk.

Correctness of Information

Whilst ACTOM takes reasonable care to ensure the accuracy and completeness of the information provided by it on this website, any visitor or user to this website hereby agrees by accessing or using this website that ACTOM, its officers, employees and agents do not accept any liability of whatsoever nature for any direct, indirect, incidental or consequential loss or damage of any kind or nature, howsoever arising from the use of or reliance on any such information.

Whilst the information contained in any press releases relating to ACTOM posted on this website were believed by ACTOM to be accurate as at the date those press releases were prepared and publicly disseminated, ACTOM hereby expressly disclaims any obligation or duty to update the information contained in any press release.

Intellectual Property

All of the intellectual property rights including without limitation trademarks, service marks, trade names, copyright and other rights used or embodied in this website are and will remain the sole property of ACTOM, unless explicitly otherwise stated.

All information and material supplied by ACTOM in this website constitutes part of ACTOM's confidential and proprietary information and no party using or accessing this website may reproduce, copy or disclose such information without the prior written consent of ACTOM.
No person using or accessing this website may attempt to, tamper with, modify, reverse engineer, gain unauthorised access to, or in any way alter any software comprising, or any information included in this website.

**Security**
ACTOM shall take all reasonable steps to secure the contents of this website and the information provided by and collected from users from unauthorised access or disclosure. However, ACTOM does not make any representations or give any warranties that any such information will remain secure from unauthorised access or disclosure. Any user having registered through this website shall bear the full risk of the confidentiality and security of information provided by ACTOM to it or by such user to ACTOM. A registered user shall immediately inform ACTOM on becoming aware of any actual or potential breach of ACTOM's security measures or procedures.

**Viruses**
ACTOM accepts no liability whatsoever arising out of the transfer of viruses or the unlawful tampering with the contents of this website.

**Links**
This website contains links to other internet sites. Your attention is drawn to the fact that the content, accuracy, opinions expressed, together with other links provided by such resources are not investigated, verified, monitored, or endorsed by ACTOM.

Furthermore, no inference may be made or representation implied that ACTOM is connected with, operates or controls such linked websites. Notwithstanding the fact that such linked websites are in fact affiliated with ACTOM, ACTOM shall not be responsible for the content on the aforesaid websites, which you use or access at your own risk.

**Alterations / Modifications**
ACTOM reserves the right to make changes to this website and this disclaimer at any time.

**Agreement in terms of section 21 of the ECTA**
By accessing this website, you and ACTOM agree that:

- you shall be bound by the terms and conditions contained in this disclaimer, and such agreement is concluded in Boksburg, Republic of South Africa, at the time that the you first enter ACTOM's website;
- data messages (as defined in the ECTA) addressed to you by ACTOM shall be deemed:
  - to have been received by ACTOM if and only when responded to by ACTOM; and
  - to be received by you as provided in section 23(b) of the ECTA;
- electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and ACTOM; and
- data messages sent to ACTOM from a computer, IP address or mobile device normally used by or owned by you, were indeed sent and/or authorised by you personally.

**Company Details**
ACTOM Investment Holdings (Proprietary) Limited 2 Magnet Road, Knights 1413 Registration Number: 2008/001847/07 PO Box 13024, Knights 1413. [www.actom.co.za](http://www.actom.co.za), Tel: +27 (11) 820-5111 Fax: +27 (11) 820-5100.

**Directors:**
MAE Wilson, GA McEwan, MA Tshabalala, KS Khomari, NL Sowazi, JS Myburgh, MM McCollum

**Alternate Directors:**
MLE Augonnet, JB Hinson, C Kula, TS Setshed

**Data Privacy**
The user is hereby informed that no personal data is automatically collected by mere browsing of the site. Data provided by the user, when prompted for it, is done so voluntarily and with the understanding that the data may be used to respond to the query or to support ACTOM's relationship with the user. However, ACTOM will refrain from selling, renting, or otherwise marketing the users data to third parties. The user remains free not to respond to ACTOM's surveys or other requests for information.

**E-mails**
Messages sent are confidential and contain information intended solely for the addressee.
If you have received a message in error, please advise ACTOM (Pty) Ltd ("ACTOM") immediately by reply e-mail and delete the message and the copy thereof contained in your reply, as well as any attachments thereto. Be further advised that any unauthorized use, dissemination, distribution or copying of this message or its attachments is strictly prohibited, and may be unlawful.
Furthermore, the information contained in this message, and in any attachments thereto, is for information purposes only and will not constitute any contract or agreement, unless otherwise explicitly stated.
Due to the nature of e-mail communications, ACTOM does not accept liability for any claim, loss or damage of whatsoever nature, arising as a result of reliance on information contained in this message or attachment thereto, unless otherwise explicitly stated. ACTOM similarly does not accept responsibility for the confidential treatment or otherwise of this message.
e-Mails received, and any attachments thereto, have not been checked for viruses and are not encrypted (unless otherwise explicitly stated). ACTOM will accordingly not accept any liability for damages arising out of the transfer of viruses or the tampering with the contents of this message or with its attachments.