

Pallidus

**Website disclaimer and terms of use**

**The Pallidus Group  
2021/2022**

## 1. Conditions of access

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- 1.1. The use of the Pallidus website (hereinafter referred to as “**this website**” or “**the website**”) is subject to the terms and conditions as set out below. It is important that the user reads and understands the terms and conditions applicable to the Pallidus website.

## 2. Acceptance

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- 2.1. These terms and conditions become effective when the user accesses the website for the first time and constitute a binding agreement between Pallidus Group Holdings Proprietary Limited, registration number 2020/188982/07 (“**Pallidus**”), including its subsidiaries (“**Pallidus Group**”) and the user.

## 3. Information on this website

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- 3.1. All information on this website is intended to provide the user with general information about Pallidus, its products and services.
- 3.2. All information regarding the products and services, including information in respect of the terms and conditions, interest rates or any other matters, is subject to change without notice.
- 3.3. This website and all information provided on this website, as well as services provided on this website, are provided voetstoots. The information provided on this website should not be regarded as professional advice of any nature and no warranties in this regard are given.

## 4. Online services

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- 4.1. Pallidus Group’s online products and services (“**online services**”) are subject to registration and approval, which Pallidus may accept or reject at its sole discretion.
- 4.2. In the event of a conflict between these terms and conditions and the terms and conditions between the individual client and Pallidus, the provisions of the individual agreement shall apply.

## 5. Third party information

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- 5.1. Pallidus may use the services of any other third party to provide information on this website. Pallidus has no control over the third party information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. Pallidus will not be directly or indirectly liable for any damages, of whatsoever nature, which may arise from the user’s reliance on such information.

## 6. Privacy

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- 6.1. Pallidus Group’s commitment to client privacy and security is outlined in the Pallidus Group’s Privacy Policy.

## 7. Amendments to these Conditions

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- 7.1. Pallidus may amend these conditions from time to time without notice to the user. By accessing this website, the users are bound to a version of the terms and conditions published at the time of any visit to this website. The user agrees to review the current version each time that this website is visited.
- 7.2. The current version of these conditions will govern the respective rights and obligations of Pallidus and the user each time the user accesses this website.

## 8. Linked Third Party Websites

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- 8.1. This website may contain certain images and links to other third party websites (“**linked websites**”), with information and material produced by other parties. The linked websites are not under the control of Pallidus and Pallidus is not responsible for the contents of any linked website, including without limitation any link contained in a linked website, or any changes or updates to a linked website.
- 8.2. Pallidus is not responsible for any form of transmission from a linked website and is also not responsible if the linked website is not working properly.
- 8.3. Pallidus provides these links for convenience’s sake only and any links do not imply endorsement by Pallidus of this website, its business or security practices or any association with the operators of such website.

## 9. Intellectual Property Rights

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- 9.1. This website contains copyright and other intellectual property, including logos and other graphics and multi-media works belonging to Pallidus.
- 9.2. The user is authorised to view and download one copy to a local hard drive or disk, print and make copies of such print-outs, provided that:
  - 9.2.1. The material is used for online services and no other commercial purposes.
  - 9.2.2. Any reproduction of the proprietary material from this website or portion thereof, must include Pallidus Group’s copyright notice in its entirety.
  - 9.2.3. The logos and trade mark shown on this website, are Pallidus Group’s registered and unregistered trademarks, and not that of third parties.
  - 9.2.4. Nothing on this website should be construed as granting any licence or right to use any trademark without Pallidus Group’s written permission and/or that of third parties, as the case may be. The user may not, without Pallidus Group’s written consent, use Pallidus Group’s intellectual property or that of third parties for any purpose whatsoever.

## 10. Sending information

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- 10.1. Information transmitted through an unsecured link over the Internet, including e-mail, is subject to potential unlawful access or monitoring. Pallidus Group has taken certain measures to limit the risks in this regard.
- 10.2. The user accepts that Pallidus Group cannot be held liable for any loss or damage suffered by the user as a result of unlawful activities by unscrupulous persons, as Pallidus Group cannot prevent such behaviour. Pallidus Group may request independent verification of any information transmitted by the user through the website or e-mail from time to time, to limit these risks.

## 11. Warrantees and Representations

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- 11.1. All the information appearing on this website is provided without a representation or warranty whatsoever, whether expressed or implied, and Pallidus Group denies any liability towards the user in this regard.
- 11.2. Pallidus Group makes no representation or warranties regarding the accuracy, functionality, fitness for purpose or infringement in connection with this website and disclaims any liability in this regard.
- 11.3. Pallidus Group does not warrant that the website or online services will be error-free.

## 12. Disclaimer and Limitation of Liability

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- 12.1. Pallidus Group has taken reasonable steps as far as possible to ensure the accuracy and completeness of the contents shown on this website, to ensure that the user doesn't suffer any loss or damage as a result of the use of this website.
- 12.2. Use of this website and the online services is entirely at the user's own risk. The user assumes full responsibility for the loss resulting from the use of this website and the user's reliance on information contained on it.
- 12.3. Pallidus Group and/or its employees and/or agents shall provide no guarantees or representations of any nature whatsoever, express or implied in respect of the operation of this website, the information contained therein, the contents thereof, the goods and services advertised on this website or in respect of any other information and/or websites which are or may become accessible via the Pallidus Group website.
- 12.4. In no event will Pallidus Group be liable for any damages whatsoever, direct, indirect, special, incidental, or consequential relating to the user's use of this website or the online services or the information contained on this website or the user's inability to use this website or the online services, whether such damages arose out of contract, or delict or otherwise and regardless of whether Pallidus Group was expressly advised of the possibility of such loss or damage.
- 12.5. Without derogating from the generality of the above and to the extent legally permitted, Pallidus Group shall not be liable for:
  - 12.5.1. Any mistakes, representations or omissions or the results obtained due to the use of information;
  - 12.5.2. Any interruption, malfunction, downtime, offline situation or other failure of the website or online services, Pallidus Group's system, databases or any of its components, beyond Pallidus Group's reasonable control;
  - 12.5.3. Any loss or damage with regard to the user's data or other data, directly or indirectly caused by malfunction of Pallidus Group's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive codes on Pallidus Group's system or third party systems, programming defects;
  - 12.5.4. Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public telecommunication service providers, Internet service providers, electricity suppliers, local authorities and certification authorities, or any event over which Pallidus Group has no direct control.

### **13. Capacity to enter into agreements**

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- 13.1. The user hereby warrants to Pallidus Group that the user has the required legal capacity to enter into and be bound by these terms and conditions;
- 13.2. Minors must be assisted by their legal guardians when reading these terms and conditions.

### **14. User's liability to the Pallidus Group**

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- 14.1. The user shall be liable to Pallidus Group for any damages, costs or expenses incurred by Pallidus Group as a result of any breach by the user of these terms and conditions.

### **15. Termination, Suspension and Limitation**

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- 15.1. Pallidus Group may:
  - 15.1.1. Impose limits or conditions on the right to certain services, features or functions on this website;
  - 15.1.2. Restrict access to parts or all of the services on this website; and
  - 15.1.3. Modify, suspend or discontinue this website, whether temporarily or permanently, without notice.

### **16. Pallidus Group Address**

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- 16.1. Pallidus Group's address for any legal notices is:

Die Groenhuis  
38 Garsfontein Road  
Waterkloof  
0145  
Pretoria  
South Africa

### **17. Protection of personal information**

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- 17.1. The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, use, transfer, and processing of an individual or legal entity's personal information. At Pallidus we are committed to protecting your privacy and to ensure that your personal information is collected and used properly, lawfully and transparently. By providing personal information through the use of the Pallidus website you consent to the use thereof by the Pallidus Group, in line with the Pallidus Privacy Policy.
- 17.2. By providing the personal information you furthermore give the Pallidus Group permission to process the personal information provided above and acknowledge that you understand the purposes for which it is required and for which it will be used.

### **18. Copyright**

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- 18.1. Pallidus Group is the owner or rightful or authorised user of all information and/or data contained in this website and reserves all copyright. The total contents of this website, including the text, graphic designs, logos and trademarks are the property of Pallidus Group and are protected by the South African and international intellectual property law.

## 19. Applicable law and jurisdiction

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- 19.1. This website is created, maintained and controlled by Pallidus Group in the Republic of South Africa and all legislation of the Republic of South Africa as well as South African jurisdiction, shall apply thereto.
- 19.2. The terms and conditions pertaining to any products or services appearing on this website shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the products or services offered on this website or pages will constitute the user's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to this website or such products or services.

## 20. General provisions

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- 20.1. Headings of clauses in these conditions are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms and conditions.
- 20.2. No failure or delay by Pallidus Group to exercise any of Pallidus Group's rights will be construed as a waiver of any such right, whether this is done expressly or implied, nor will it affect the validity of any part of these terms and conditions or prejudice Pallidus Group's right to take subsequent action against the user.
- 20.3. If any of these terms and conditions are held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions, which will continue to be valid to the full extent permitted by the law.