

## WEBSITE TERMS OF USE

### 1. INTRODUCTION

1.1 Fennec Flow Proprietary Limited ("**Fennec Flow**") maintains this website as well as related platforms such as mobile websites and mobile applications (the "**Fennec Flow Platform**").

1.2 Your access to and use of the Fennec Flow Platform is governed by these terms and conditions (the "**Terms and Conditions**") as read with the privacy policy located here

<https://www.fennecgroup.co.za/files/FennecFlowPrivacyandSecurityPolicy.pdf>  
(the "**Privacy Policy**").

1.3 Any references to "**Fennec Flow**", "**we**", "**us**" or "**our**" in these Terms and Conditions will be to Fennec Flow Proprietary Limited, and will include, where applicable, our affiliates and subsidiaries. References to "**you**" or "**your**" will be to you as a visitor to the Fennec Flow Platform.

1.4 Fennec Flow may modify or amend these Terms and Conditions as well as the Privacy Policy at any time with the minimum notice permitted by applicable law or, if allowed by applicable law, without notice. Your use of the Fennec Flow Platform signifies your acceptance of these Terms and Conditions, as amended from time to time.

1.5 **These Terms and Conditions contain provisions that require you to indemnify Fennec Flow, which limit Fennec Flow's liability towards you, or which may require you to assume responsibility for a risk or liability. These provisions will be in the same style as this paragraph. By using the Fennec Flow Platform, you acknowledge that you have read, accept, and will be bound by these Terms and Conditions. If you do not agree to this, please do not use the Fennec Flow Platform.**

### 2. USING AND ACCESSING THE FENNEC FLOW PLATFORMS

2.1 You agree to abide by these Terms and Conditions and to conduct yourself in a lawful manner on the Fennec Flow Platform.

2.2 Fennec Flow may suspend or terminate your access to the Fennec Flow Platform should you contravene any of these Terms and Conditions.

- 2.3 You are responsible for your content posted on, transmitted through, or linked via the Fennec Flow Platform and/or when making use of the Fennec Flow Platform.
- 2.4 Fennec Flow has the right to amend, suspend, terminate, or discontinue all or any part of the Fennec Flow Platform, or your access to the Fennec Flow Platform, at any time.
- 2.5 We may update the Fennec Flow Platform from time to time at our discretion. If you do not make use of the latest version thereof, your access to and use of the Fennec Flow Platform may be limited.
- 2.6 You are responsible for telecommunications, internet and other costs related to making use of the Fennec Flow Platform.
- 2.7 You are responsible for the security of the device used to access and/or use the Fennec Flow Platform.
- 2.8 You agree that you will not, through your use of the Fennec Flow Platform:
  - 2.8.1 infringe or violate the rights, including the intellectual property rights, of Fennec Flow, its users or any third party;
  - 2.8.2 distribute any form of marketing or other unsolicited material to Fennec Flow, its users or any third party; or
  - 2.8.3 transmit content that is defamatory, unlawful, hateful, obscene, abusive, or slanderous toward Fennec Flow, its users or any third party.

### 3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 3.1 **To the fullest extent permitted in terms of applicable law, the Fennec Flow Platform is provided on an 'as is' basis, without any warranty that the Fennec Flow Platform will be free from defects or errors.**
- 3.2 **Fennec Flow does not warrant that:**
  - 3.2.1 **the Fennec Flow Platform (or any component thereof) will meet your personal requirements or expectations;**
  - 3.2.2 **the operation of the Fennec Flow Platform (or any component thereof) will be uninterrupted or error-free; or**

- 3.2.3 **all errors or defects in the Fennec Flow Platform will be corrected.**
- 3.3 **The information provided as part of the Fennec Flow Platform is intended to serve as general information. No representations or warranties are made in respect of such information, including in respect of the accuracy of the information.**
- 3.4 **To the fullest extent permitted in terms of applicable law, Fennec Flow disclaims all warranties and conditions with respect to the Fennec Flow Platform, either express or implied, including, but not limited to, warranties of merchantability, accuracy, fitness for a particular purpose and non-infringement.**
- 3.5 **In no event shall Fennec Flow or its affiliates, officers, directors, employees, service providers, contractors or agents be liable for any special, consequential, indirect, or incidental damages arising out of, or related to, the Fennec Flow Platform or the information contained therein, whether arising in contract, negligence, delict, under statute, at law or otherwise.**
- 3.6 **You agree to defend and indemnify Fennec Flow and to hold Fennec Flow and its affiliates, officers, directors, employees, service providers, contractors and agents harmless from and against all claims, obligations, damages, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:**
- 3.6.1 **your violation of any part of these Terms and Conditions;**
- 3.6.2 **your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right;**  
**or**
- 3.6.3 **any claim that your use of the Fennec Flow Platform caused damage to a third party.**

#### **4. PROCESSING OF PERSONAL DATA**

- 4.1 To facilitate your access to the Fennec Flow Platform we are required to process some of your personal data and to share some of this personal data with certain third parties, such as our duly appointed service providers.
- 4.2 Any information and data that you provide to Fennec Flow must be accurate,

truthful, and up to date.

4.3 Please read our Privacy Policy located at

<https://www.fennecgroup.co.za/files/FennecFlowPrivacyandSecurityPolicy.pdf>

to understand the types of personal data we collect about you, where we collect it from, who we may need to share it with, how long we retain it for, whether it leaves the country in which we collected it, and how you can request access to and/or deletion of your personal data.

## 5. TERMS OF USE AND INTELLECTUAL PROPERTY

5.1 We reserve all rights (including all intellectual property rights) not expressly granted herein to the Fennec Flow Platform and the content we make available on or via the Fennec Flow Platform.

5.2 You are granted a revocable, non-transferable, non-exclusive, limited licence to use the Fennec Flow Platform for personal, private use. No licence or other right or interest is granted to you except for the licence rights specifically set forth herein.

5.3 You may use the Fennec Flow Platform only for purposes that are legal, and you must not (nor will you allow or cause any third party to):

5.3.1 tamper with, disassemble, edit, reverse engineer, decompile, attempt to derive the source code of or modify the Fennec Flow Platform (wholly or in part);

5.3.2 sublicense, distribute, export, or resell the Fennec Flow Platform (wholly or in part) or otherwise transfer any rights therein;

5.3.3 use or exploit the Fennec Flow Platform (wholly or in part) for commercial gain under any circumstances whatsoever or copy the Fennec Flow Platform (wholly or in part); and/or

5.3.4 exercise any other right to the Fennec Flow Platform (wholly or in part) not specifically granted in these Terms and Conditions.

5.4 Without limiting the foregoing, you agree not to circumvent, disable or otherwise interfere with security related features of the Fennec Flow Platform or features that

prevent or restrict use or copying of any content or enforce limitations on the use of the Fennec Flow Platform or the content therein.

5.5 Fennec Flow, its valid licensor or the relevant proprietor, owns all right, title and interest in and to the Fennec Flow Platform and all information, documentation and proprietary products made available via the Fennec Flow Platform.

5.6 You may not duplicate or reproduce in any way the Fennec Flow Platform or the information, documentation and/or the proprietary products made available via the Fennec Flow Platform without the express prior written permission of Fennec Flow, its valid licensor or the relevant proprietor.

5.7 By communicating with Fennec Flow, you grant Fennec Flow a royalty-free, perpetual, irrevocable, non-exclusive licence to use, modify, reproduce, publish, edit, distribute, perform, translate, and display the communication, content, or any information therein alone or as part of other works in any form, media, or technology, whether now known or hereafter developed, for any purpose.

## 6. **LINKS TO THIRD PARTY WEBSITES AND THIRD PARTY CONTENT**

6.1 We may use third-party service providers to monitor your activity on the Fennec Flow Platform or to assist us in making the Fennec Flow Platform available to you.

6.2 If you click on links to third-party websites, you will leave the Fennec Flow Platform.

6.3 We are not responsible for the content of third-party websites or for the security of your information when you use third-party websites. These third-party service providers and third-party websites may have their own terms and conditions and policies that you may be subject to.

6.4 **By using the Fennec Flow Platform, you agree that we are not liable for the following:**

6.4.1 **the ownership or right of use of any licensor of any software provided through any third-party platform;**

6.4.2 **the content, operation, use, security, accuracy or completeness of any third-party platforms or the products or services that may be offered or obtained through them or the accuracy, extensiveness, or dependability of any information obtained from a third-party platform;**

6.4.3 **any content featured on a third-party platform that is accessed through the links found on a Fennec Flow Platform; and/or**

6.4.4 **any failure that affects the products or services of a third-party platform, for example any telecommunication service provider or internet service provider.**

## 7. **GOVERNING LAW**

7.1 These Terms and Conditions are governed by the laws of South Africa.

7.2 All proceedings, which may arise out of, or in connection with, the Fennec Flow Platform will be brought solely in the appropriate court in South Africa.

7.3 Our failure to exercise or enforce any provision of these Terms and Conditions will not constitute a waiver of such right or provision.

7.4 It is not intended that any part of these Terms and Conditions contravene any provision of any legislation which may apply. Therefore, all the provisions of these Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the provisions of applicable legislation are complied with.

## 8. **HOW TO CONTACT US**

If you have any questions about these Terms and Conditions, please contact us at [info@fennecgroup.co.za](mailto:info@fennecgroup.co.za) with "Fennec Flow Website Terms" in the subject line.

## 9. **INFORMATION ABOUT FENNEC FLOW**

9.1 Full name: Fennec Flow Proprietary Limited

9.2 Legal status: Private Company

9.3 Registration number: 2021 / 329359 / 07

9.4 Physical address: Dock Road Junction, Corner of Stanley & Dock Road, Waterfront, Cape Town, South Africa, 8001

9.5 Website address: [www.fennecgroup.co.za](http://www.fennecgroup.co.za) / [www.fennecflow.co.za](http://www.fennecflow.co.za) / [www.fennecwillregistry.com](http://www.fennecwillregistry.com)

9.6 Email: [info@fennecgroup.co.za](mailto:info@fennecgroup.co.za)