



WEBSITE DISCLAIMER AND TERMS OF USE

The Palamo Group

2024/2025

1. Conditions of access

- 1.1. The use of the Palamo 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 Palamo website.

2. Acceptance

- 2.1. These terms and conditions become effective when the user accesses the website for the first time and constitute a binding agreement between Palamo Holdings Proprietary Limited, registration number 2021/351329/07 (“**Palamo**”), including its subsidiaries (“**Palamo Group**”) and the user.

3. Information on this website

- 3.1. All information on this website is intended to provide the user with general information about Palamo, 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

- 4.1. Palamo Group’s online products and services (“**online services**”) are subject to registration and approval, which Palamo 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 Palamo, the provisions of the individual agreement shall apply.

5. Third party information

- 5.1. Palamo may use the services of any other third party to provide information on this website. Palamo has no control over the third party information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. Palamo 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

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

7. Amendments to these Conditions

- 7.1. Palamo 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 Palamo and the user each time the user accesses this website.

8. Linked Third Party Websites

- 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 Palamo and Palamo 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. Palamo 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. Palamo provides these links for convenience's sake only and any links do not imply endorsement by Palamo of this website, its business or security practices or any association with the operators of such website.

9. Intellectual Property Rights

- 9.1. This website contains copyright and other intellectual property, including logos and other graphics and multi-media works belonging to Palamo.
- 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 Palamo Group's copyright notice in its entirety.
 - 9.2.3. The logos and trade mark shown on this website, are Palamo 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 Palamo Group's written permission and/or that of third parties, as the case may be. The user may not, without Palamo Group's written consent, use Palamo Group's intellectual property or that of third parties for any purpose whatsoever.

10. Sending information

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

- 11.1. All the information appearing on this website is provided without a representation or warranty whatsoever, whether expressed or implied, and Palamo Group denies any liability towards the user in this regard.

- 11.2. Palamo 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. Palamo Group does not warrant that the website or online services will be error-free.

12. Disclaimer and Limitation of Liability

- 12.1. Palamo 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. Palamo 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 Palamo Group website.
- 12.4. In no event will Palamo 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 Palamo 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, Palamo 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, Palamo Group's system, databases or any of its components, beyond Palamo 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 Palamo Group's system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive codes on Palamo 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 Palamo Group has no direct control.

13. Capacity to enter into agreements

- 13.1. The user hereby warrants to Palamo 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 Palamo Group

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

15. Termination, Suspension and Limitation

- 15.1. Palamo 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. Palamo Group Address

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

Die Groenhuis
38 Garsfontein Road
Waterkloof

0145
Pretoria
South Africa

17. Protection of personal information

- 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 Palamo 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 Palamo website you consent to the use thereof by the Palamo Group, in line with the Palamo Privacy Policy.
- 17.2. By providing the personal information you furthermore give the Palamo 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

- 18.1. Palamo 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 Palamo Group and are protected by the South African and international intellectual property law.

19. Applicable law and jurisdiction

- 19.1. This website is created, maintained and controlled by Palamo 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

- 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 Palamo Group to exercise any of Palamo 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 Palamo 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.