

Terms and Conditions for use of Fundingcurves.com and Assidium.com websites

1. INTRODUCTION

We are Risk101 (Australia) Pty Limited (trading as Assidium), a company registered in Australia under Australian Company Number (ACN) 110701294. Our main address is PO Box 5105, Wheeler Heights, 2097, NSW, AUSTRALIA. The Websites are www.assidium.com and www.fundingcurves.com ('The Websites'). You can email us at info@risk101.com.

This page (together with our **Privacy Policy**) tells you information about us, the legal terms and conditions (**Terms**) on which we make available to you the reporting platform services (**Services**) listed on The Websites or on such other website as we may notify you from time to time (**The Websites**), and the terms on which you may make use of The Websites. Use of The Websites includes accessing, browsing, or registering to use The Websites.

Please read these Terms carefully before you start to use The Websites. By using The Websites, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use The Websites.

These Terms will also apply to any contract between us for the supply of Services to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before subscribing for any Services from The Websites. Please note that by subscribing for any of the Services, you agree to be bound by these Terms and the other documents expressly referred to in them.

In no event shall Risk101 (Australia) Pty Limited, RaTT-Pac Computer Services PTY Ltd or its employees or agents be held liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or other pecuniary loss) arising out of the use, direct or indirect, of The Websites, the Assidium product, its support materials, or its calculated outputs.

By using this site you confirm that you have read and are bound by this disclaimer as well as the TERMS OF USE. All information on this website is for information purposes only. No information on this or affiliated sites should be construed as financial or other advice. The user is accordingly cautioned not to take any action based on the content of this website but to always consult a financial advisor. Risk101/RaTT-Pac Computer Systems does not accept liability that would or could arise as a result of the contents of The Websites or our software applications and any such liability is hereby excluded to the fullest extent allowed by law. All information on the website is subject to change without notice.

If you refuse to accept these Terms, you may not use or access The Websites, The Software, or the Services and we have the right to restrict or prevent your access to them. If there is anything you do not understand please feel free to contact us.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 17.7. Every time you wish to amend or renew your subscription, please check these Terms to ensure you understand the Terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

2. INTERPRETATION

2.1 In these Terms, unless the context otherwise requires:

Business Day means any day which is not a Saturday, Sunday or public holiday in the UK.

Customer Data means the data inputted by you, or by us on your behalf for the purpose of registering to use the Services, using the Services or facilitating your use of the Services.

Documentation means all text, information, data, images, audio or video material made available by us to you online via The Websites which sets out a description of the Services and the user instructions for the Services.

Effective Date means the date on which we accept your registration for your use of the Services.

Event Outside Our Control means any act or event beyond our reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Initial Subscription Term means the period commencing on the Effective Date and continuing until the end of the agreed subscription period set out in your registration confirmation

Normal Business Hours means 9.00 am to 5.00 pm local South African time, each Business Day.

Renewal Period means the period described in clause 11.1.

Services means the portfolio risk analysis program provided by us to you under the Contract via The Websites, as more particularly described in the Documentation, in return for your payment of the Subscription Fees.

Software means the software application provided by us as part of the Services.

Subscription Fees means the subscription fees payable by you to us for the Subscription.

Subscription Term means the Initial Subscription Term together with any subsequent Renewal Periods.

Support Services means the support we provide in relation to the Services as described on The Websites from time to time.

Subscription means the subscription purchased by you pursuant to clause 4 which entitles you to access and use the Services and the Documentation in accordance with the Contract.

Virus means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 2.2 Clause, schedule and paragraph headings do not affect the meaning of the Contract.
- 2.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality, and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established).
- 2.4 Words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders.
- 2.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

3. REGISTRATION

- 3.1 If you wish to receive access to Services, you will need to register with us and the following provisions of this clause will apply.
- 3.2 The Customer Data you provide upon registering to subscribe for the Services must be true, accurate, correct and complete, and you must notify us immediately of any changes to the such Customer Data including (without limitation) any change to your postal address or your email address. If you fail to notify us promptly of any such change, then any notice we send to your old postal address or email address shall be deemed to be sufficient notice.
- 3.3 We reserve the right to decline any application from you to register as a user of the Services in our sole discretion and, if we decline your application, we will refund any prepaid fees paid expressly for your access. If your application is accepted, you will

receive from us a username and password. If you are allowed to select a username, we reserve the right to modify this or provide you with a username of our choice if, in our sole opinion, such username infringes or violates the rights of any person or third party or is defamatory, profane, offensive, confusing or is in any other way improper or inappropriate. Your username must be a valid email address.

- 3.4 You agree that you will not impersonate any other person or entity or use a false name or a name that you are not authorised to use, or disclose your password or username to any other person, or allow your password or user name to be used by any other person to access the Services. You are solely responsible for maintaining the confidentiality of your password. You will be responsible for use of The Websites and/or the Services via your username and so will be liable for breach by anyone using your password and/or username.
- 3.5 We reserve the right to terminate your account (including your username and password) if you breach any of the provisions of this clause.

4. SUBSCRIPTION AND THE SERVICES

- 4.1 Subject to your registering to subscribe for the Services in accordance with clause 3 and making the payments required and subject to the restrictions set out in this clause 4 and the other terms and conditions of the Contract, we hereby grant to you a non-exclusive, non-transferable right to use the Services and the Documentation during the Subscription Term solely for your own private purposes.
- 4.2 We shall provide the Services and make the Documentation available to you during the Subscription Term on and subject to the terms of the Contract.
- 4.3 We will use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 1am to 11am GMT on Sundays, when required; and
 - (b) unscheduled maintenance performed outside Normal Business Hours
- 4.4 Notwithstanding clause 4.3, we do not guarantee that The Websites, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of The Websites without notice, and we will not be liable to you if for any reason The Websites is unavailable at any time or for any period.
- 4.5 The content on The Websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the

content on The Websites. In no event shall Risk101 UK, RaTT-Pac Computer Services PTY Ltd or its employees or agents be held liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or other pecuniary loss) arising out of the use, direct or indirect, of the Assidium product, its support materials, or its calculated outputs.

4.6 Although we make reasonable efforts to update the information on The Websites, we make no representations, warranties or guarantees, whether express or implied, that the content on The Websites is accurate, complete or up-to-date.

4.7 If you choose to use third party websites to source the data you input into your portfolio when using the Services, we recommend that you refer to the third party's website terms and conditions, as it will be your responsibility to ensure you comply with them.

4.8 Although we may provide links to the websites of third parties who provide information of a kind which may be useful, this is purely for the convenience of our users. We are not responsible for the content of any third-party website made available via the Services, and you use such content solely at your own risk. We make no representation that any such content will be accurate, complete, up-to-date or suitable for your purposes, and accept no liability for the content of any such third-party websites or your use thereof. It is your responsibility to ensure that any data you use or extract from them is suitable for your purposes.

5. OUR OBLIGATIONS

5.1 Subject to clauses 5.2 and 5.3, we undertake that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. If the Services do not conform with the foregoing undertaking, we will, at our own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in this clause 5.1. Alternatively, we may in our sole discretion choose to terminate the Contract and refund an appropriate part of your Subscription.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents.

5.3 Notwithstanding clause 5.1, we do not :

- (a) warrant that your use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information you obtain through the Services will meet your requirements;
- (b) accept responsibility for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- (c) guarantee that The Websites will be secure or free from bugs or viruses. You should use your own virus protection software.

5.4 These Terms shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

6. YOUR OBLIGATIONS

6.1 You must:

- (a) comply with all applicable laws and regulations with respect to your activities under the Contract;
- (b) carry out all your other responsibilities set out in the Contract in a timely and efficient manner, and acknowledge that, in the event of your failure to do so, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (c) configure your computer, smartphone or tablet in order to access The Websites, and ensure that your network and systems comply with the relevant specifications provided by us from time to time;
- (d) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, making all arrangements necessary for you to have access to The Websites and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet;
- (e) keep your password for your use of the Services and Documentation secure and confidential, must not disclose it to any third party, and must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation. In the event of any such unauthorised access or use, you must notify us promptly at info@assidium.com and info@risk101.com.

6.2 You undertake that you will not:

- (a) allow or suffer any Subscription to be used by anyone other than yourself, or attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause;
- (b) misuse The Websites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use The Websites will cease immediately.
- (c) access, store, distribute or transmit any material during the course of your use of the Services that:
 - (i) in any way breaches any applicable local, national or international law or regulation.
 - (ii) is or is intended to be unlawful, fraudulent, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (iii) facilitates illegal activity;
 - (iv) depicts sexually explicit images;
 - (v) harms or attempts to harm minors in any way
 - (vi) promotes unlawful violence;
 - (vii) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (viii) is unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - (ix) in a manner that is otherwise illegal or causes damage or injury to any person or property;and we reserve the right, without liability or prejudice to our other rights against you, to disable your access to any material that breaches the provisions of this clause;
- (d) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties or to the extent expressly permitted under the Contract, attempt to:
 - (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means,
 - (ii) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

- (iii) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - (iv) use the Services and/or Documentation to provide services to third parties;
 - (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
 - (vi) attempt to gain unauthorised access to, interfere with, damage or disrupt any part of The Websites, any equipment or network on which The Websites is stored, any software used in the provision of The Websites, any server, computer or database connected to The Websites, or any equipment or network or software owned or used by any third party; and
- (e) indemnify us immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach by you of these Terms.

6.3 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

7. CUSTOMER DATA

7.1 You will own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

7.2 We will use commercially reasonable endeavours to archive Customer Data at such intervals as we consider appropriate for our customers as a whole. In the event of any loss or damage to Customer Data, your sole and exclusive remedy will be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us. However, we cannot be aware of the sensitivities or value of the Customer Data for every individual customer, and cannot accept responsibility for any loss or damage you may suffer if, despite using our reasonable commercial endeavours, we are unable to restore your Customer Data, or if our latest back-up is not sufficiently up-to-date for your purposes. We recommend that you back up your own Customer Data on a regular basis. We will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).

- 7.3 In providing the Services, we shall comply with our Privacy and Security Policy relating to the privacy and security of the Customer Data available at The Websites, but reserve the right to amend this Policy in our discretion from time to time.
- 7.4 If we process any personal data on your behalf when performing our obligations under the Contract, you will be the data controller and we will be a data processor and in any such case:
- (a) you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out the Services and our other obligations under the Contract;
 - (b) you must ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with the Contract on your behalf;
 - (c) you must ensure that any relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
 - (d) each of us must take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. UPLOADING CONTENT TO OUR SITE

- 8.1 Whenever you make use of a feature that allows you to upload content to The Websites, or to make contact with other users of The Websites, you must comply with the requirements of clause 6.2(c). You warrant that any such contribution does comply with those requirements, and you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We have the right to remove any posting you make on The Websites if, in our opinion, this does not comply with the requirements of clause 6.2(c).
- 8.2 Any content you upload to The Websites will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 8.3 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to The Websites constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.4 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of The Websites. The views expressed by other users on The Websites do not represent our views or values.

9. OUR PROPRIETARY RIGHTS

- 9.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in The Websites, the Services and the Documentation. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly stated herein, the Contract does not grant you any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 9.2 We confirm that we have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of the Contract.
- 9.3 You may print off one copy, and may download extracts, of any page(s) from The Websites for your personal use and you may draw the attention of others to content posted on The Websites.
- 9.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on The Websites must always be acknowledged.
- 9.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.6 If you print off, copy or download any part of The Websites in breach of these Terms of use, your right to use The Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. INDEMNITY

- 10.1 We will defend you against any claim that the Services or Documentation infringes any South African patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
- (a) we are given prompt notice of any such claim;
 - (b) you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - (c) we are given sole authority to defend or settle the claim.

- 10.2 In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to you without any additional liability or obligation to pay you any liquidated damages or other additional costs.
- 10.3 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than us; or
 - (b) your use of the Services or Documentation in a manner contrary to the instructions given to you by us; or
 - (c) your use of the Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority.
- 10.4 The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, as well as that of our employees, agents and sub-contractors for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. TERM AND TERMINATION

- 11.1 This agreement shall, unless otherwise terminated as provided in these Terms, commence on the Effective Date and continue for the Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- (a) either party notifies the other party of termination, in writing, at least 35 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of the Contract;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

- 11.2 On termination of the Contract for any reason:
- (a) all licences granted under the Contract shall immediately terminate;
 - (b) except as otherwise expressly provided in clauses 5.1 or 12, no refund or credit will be paid in respect of any payments made in relation to the Services;

- (c) you shall pay all outstanding amounts due up to the date of termination (if any) due to us, including the cost of legal fees (if any) incurred by us in obtaining such outstanding payments where appropriate.
- (d) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (e) we may destroy or otherwise dispose of any of the Customer Data in our possession. unless we receive, no later than 7 days after the effective date of the termination of the Contract, a written request from you to deliver our most recent back-up of the Customer Data to you. In that event, we shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of receiving such request, provided you have , at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You must pay all reasonable expenses we incur in returning or disposing of Customer Data; and
- (f) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

12. YOUR CONSUMER RIGHT OF RETURN AND REFUND

- 12.1 To cancel the Contract, please contact us in writing to tell us by sending an e-mail to subscriptions@Assidium.com or by sending a letter to Hall Place House, Hall Place, Cranleigh, Surrey GU6 8LD. You may wish to keep a copy of your cancellation notification for your own records.
- 12.2 A proof of sending does not guarantee our receipt of your notice, so you should ensure you have received an acknowledgement from us, which will be sent within three Business Days of our receipt of your notice and you should retain this acknowledgement for your records.
- 12.3 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 12.1.
- 12.4 We refund you on the credit card or debit card you used to make the original payment.

13. OUR LIABILITY

- 13.1 If we fail to comply with these Terms, we are responsible, subject to the remaining provisions of this clause, for loss or damage you suffer that is a foreseeable result of

our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

- 13.2 All information on The Websites is for information purposes only. No information on this or affiliated sites should be construed as financial or other advice. The user is accordingly cautioned not to take any action based on the content of this website but to always consult a financial advisor. Risk101/RaTT-Pac Computer Systems does not accept liability that would or could arise as a result of the contents of this website and any such liability is hereby excluded to the fullest extent allowed by law. All information on the website is subject to change without notice.
- 13.3 Should you wish to save your portfolio holdings to The Websites for further access from a smartphone or tablet, we will use commercially reasonable endeavours to ensure that the portfolio data will remain confidential and not accessible by third parties. However, you acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of The Websites and/or the Services and any information provided to or taken from The Websites and/or the Services by you.
- 13.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of The Websites or to your downloading of any content on it, or on any website linked to it.
- 13.5 We make no warranties, whether express or implied in relation to the accuracy of any information we place on The Websites and/or the Services.
- 13.6 We assume no responsibility for the content of websites linked on The Websites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 13.7 We do not give tax or investment advice or advocate the purchase or sale of any security or investment. You should always seek the assistance of a professional for tax or investment advice.
- 13.8 We make no warranty that The Websites and/or the Services will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that The Websites or the server that makes them available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through The Websites and/or the Services.

13.9 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.10 Notwithstanding any other provision in these Terms:

- (a) nothing in them limits your rights as a consumer under English law (if applicable) or your mandatory legal requirements under any other applicable law;
- (b) we do not in any way exclude or limit our liability for:
 - (i) death or personal injury caused by our negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (iv) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (v) defective products under the Consumer Protection Act 1987.

14. EVENTS OUTSIDE OUR CONTROL

14.1 You will not be eligible for any compensation because you cannot use any part of The Websites and/or the Services or because of a failure, suspension or withdrawal of all or part of The Websites and/or the Services caused by an Event Outside Our Control. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. COMMUNICATIONS BETWEEN US

15.1 When we refer, in these Terms, to "in writing", this will include e-mail.

15.2 If you wish to contact us in writing for any reason, you can send this to us by e-mail at subscriptions@Assidium.com or info@risk101.com.

15.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us at the time of registration, or to such other address as you may have subsequently notified to us pursuant to clause 3.

16. ENTIRE AGREEMENT

16.1 These Terms, and any documents referred to in them, constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

16.2 Each of us acknowledges and agrees that, in entering into the Contract, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 17.6 We reserve the right to change these Terms and Conditions from time to time. Any such changes will be displayed on the Website. Your continued use of the Website after thirty days following notification of such changes shall be deemed to be your acceptance of such changes. If any proposed changes to these Terms include material changes and you do not accept such material changes, you may terminate your subscription by giving us not less than 30 days written notice and will receive a pro-rata refund of the portion of any Subscription Fees paid relating to any period after such termination.
- 17.7 We will use our reasonable endeavours to maintain The Websites and to provide the Services, but these are subject to change from time to time. We may update The Websites from time to time, and may change the content at any time. However, please note that any of the content on The Websites may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that The Websites, or any content on it, will be free from errors or omissions.
- 17.8 These Terms are governed by South African law.