

TERMS OF USE

1 AGREEMENT BETWEEN RISK101 AND USER

We are RaTT-Pac Computer Systems PTY LTD, with Postal address: P.O. Box 51202, V&A, Cape Town 8002 and Physical address: 5th Floor, 186 Loop St, Cape Town 8001. Our contact details are info@risk101.com and +27 84 3300 101/+27 (0) 21 813 9101

By using the RISK101 Website you accept, without modification, these terms, conditions, and notices contained herein. Your use of the RISK101 Website constitutes your agreement to all such terms, conditions, and notices. 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 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.

2 MODIFICATION OF THESE TERMS OF USE

RaTT-Pac Computer Systems PTY LTD (RaTT-Pac), trading as Risk101, reserves the right to change the terms, conditions, and notices under which the RISK101 Website is offered.

3 LIABILITY

RaTT-Pac will not be liable for any direct, indirect, consequential, special or other damages resulting from your use of this website, any of our software products or any links contained in this website. You expressly indemnify RaTT-Pac, its subsidiary (s) and/or affiliated companies, the directors, the employees and agents of RaTT-Pac and/or its affiliated and/or subsidiary companies from any actions, damages, liabilities and costs, including all legal costs, arising from any breach of these terms and conditions or from trade mark or copyright infringement or any violation of personal property or privacy rights.

4 LINKS TO THIRD PARTY SITES

The RISK101 website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of RISK101 and RISK101 is not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. RISK101 is not responsible for webcasting or any other form of transmission received from any Linked Site. RISK101 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RISK101 of the site or any association with its operators.

5 NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the RISK101 Website, you warrant to RISK101 that you will not use the RISK101 website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the RISK101 Website in any manner which could damage, disable, overburden, or impair the RISK101 Website or interfere with any other party's use and enjoyment of the RISK101 Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the RISK101 Websites.

While using this website you may not transmit any pirated or illegal software or software containing viruses, worms, trapdoors, Trojan horses or any other code or program which may cause damage to RaTT-Pac or any of its subsidiary and/or affiliated companies or agents, to this website, or to any other users of this website; transmit or make available any information, file or program which constitutes an advertisement, unsolicited messaging ("spam") or any kind of promotional material; frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of RaTT-Pac and any of its subsidiaries without express written consent; use any metatags or any other "hidden text" utilizing RaTT-Pac name or trademarks without the express written consent of RaTT-Pac. You may not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit for any commercial purpose any part of this site without express written consent of RaTT-Pac.

6 TERMINATION/ACCESS RESTRICTION

RISK101 reserves the right, in its sole discretion, to terminate your access to the RISK101 Website and the related services or any portion thereof at any time, without notice.

7 PRIVACY

Your use of the Website is further subject to the

8 COPYRIGHT AND TRADEMARK NOTICES:

All titles, content, trademarks, artwork, and associated imagery are trademarks and/or copyright material of their respective owners. All rights reserved.

9 TRADEMARKS

You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of RISK101. Any rights not expressly granted herein are reserved.

10 GENERAL

These terms and conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions and you agree that the South African courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Website and these terms of use. You agree

that no joint venture, partnership, employment, or agency relationship exists between you and RISK101 as a result of these terms of use or use of the RISK101 Website. RISK101 performance under these terms of use is subject to existing laws and legal process, and nothing contained in these terms is in derogation of RISK101 right to comply with governmental, court and law enforcement requests or requirements relating to your use of the RISK101 Website or information provided to or gathered by RISK101 with respect to such use. If any part of these terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect. Unless otherwise specified herein, these terms constitute the entire agreement between the user and RISK101 with respect to the RISK101 Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and RISK101 with respect to the RISK101 Website. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these terms and all related documents are drawn up in English.

11 PRIVACY POLICY

RISK101 privacy policy can be downloaded from our website.

THE PROTECTION OF PERSONAL INFORMATION ACT

CUSTOMER PRIVACY NOTICE

This Notice explains how we obtain, use and disclose your personal information, in accordance with the requirements of the Protection of Personal Information Act ("POPIA").

At RISK101, we are committed to protecting your privacy and to ensure that your personal information is collected and used properly, lawfully and transparently.

The information we collect

We collect and process your personal information mainly to contact you for the purposes of understanding your requirements, and delivering services accordingly. For these purposes we will collect contact details including your name and organisation.

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

Website usage information may be collected using "cookies" which allows us to collect standard internet visitor usage information.

How we use your information

We will use your personal information only for the purposes for which it was collected and agreed with you. In addition, where necessary your information may be retained for legal or research purposes.

For example:

- To gather contact information;
- To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- For the detection and prevention of fraud, crime, money laundering or other malpractice;
- To conduct market or customer satisfaction research or for statistical analysis;
- For audit and record keeping purposes;
- In connection with legal proceedings.

Disclosure of information

We may disclose your personal information to our service providers who are involved in the delivery of products or services to you. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law or industry codes;
- Where we believe it is necessary to protect our rights.

Information Security

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorized access and use of personal information. We will, on an on-going basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

Our security policies and procedures cover:

- Physical security;
- Computer and network security;
- Access to personal information;
- Secure communications;
- Security in contracting out activities or functions;
- Retention and disposal of information;
- Acceptable usage of personal information;
- Governance and regulatory issues;
- Monitoring access and usage of private information;
- Investigating and reacting to security incidents.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure.

We will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

Your Rights: Access to information

You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at the numbers/addresses as provided on our website and specify what

information you require. We will need a copy of your ID document to confirm your identity before providing details of your personal information.

Please note that any such access request may be subject to a payment of a legally allowable fee.

Correction of your information

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your ID document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate.

Definition of personal information

According to the Act “**personal information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. Further to the POPI Act, COR Concepts also includes the following items as personal information:

- All addresses including residential, postal and email addresses.
- Change of name – for which we require copies of the marriage certificate or official change of name document issued by the state department.

How to contact us

If you have any queries about this notice; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers/addresses listed on our website, or as below:

info@risk101.com

0843300-101