

TERMS OF USE

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The Terms of Use set out below apply to this and all other websites owned, operated, or sponsored by any member of the Sampada Group – unless such other website specifically provides otherwise.

Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website.

Your privacy is important to Sampada Private Equity. Personal information transmitted to Sampada Private Equity will be treated in accordance with Sampada Private Equity's [Privacy policy](#).

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A visitor's access to this website, and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property rights of Sampada Private Equity or its customers' data or information displayed or accessible from the website (including all text, layout, graphics, artworks, animation material and general representation of the website) or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other intellectual property rights which may vest in Sampada Private Equity or in the author, compiler, creator or licensor of such information.

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The visitor undertakes not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from this website.

Under no circumstances may a visitor use, duplicate, distribute, reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recording on or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from this website without the prior written consent of Sampada Private Equity.

Disclaimer

While Sampada Private Equity will take all reasonable measures to ensure an efficient, uninterrupted and error-free service to all its online customers, neither Sampada Private Equity nor any of its employees, representatives or assigns will be liable to any online customer for any loss or damage of whatsoever nature caused by or attributable to any:

1. Fact or circumstance beyond the reasonable control of Sampada Private Equity, including the breakdown or interruption in the services provided by external service providers and the unavailability or defective performance of any software or any of the services available on or from this website;
2. Breach of privacy, security or confidentiality or any infringement of intellectual property rights by any person or entity;
3. Loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible from or available on this website;
4. Reliance on, publication or use of any information or data contained on or accessible from this website including information and data contained in advertising banners, third party software, pop-up windows, buttons, hypertext links and advertising sponsorships;
5. Failure by a visitor or online customers to maintain the confidentiality of their personal username and password, or the disclosure of personal usernames and/or passwords to any person or entity;

6. Hacking, infection by viruses, Trojan horses, or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any software programme, system, data or personal information;
7. Failure to adhere to the provisions of any terms and conditions governing the use and access to the services and facilities offered from time to time on this website;
8. Any lawful act or omission by Sampada Private Equity, its representatives and service providers in respect of or relating to the maintenance and support of this website and any supporting software or otherwise in the interests of protecting Sampada Private Equity's proprietary rights or the privacy and confidentiality of visitors and online customers and their personal information;
9. Consequential or indirect loss or damage whether foreseeable or otherwise.

E-mail disclaimer

E-mails sent by Sampada Private Equity contains privileged or confidential information and may be subject to legal privilege. E-mails and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed. Access to e-mails by anyone other than the intended individual or entity is therefore strictly prohibited. If an e-mail is received in error please notify Sampada Private Equity immediately. If you are not the named addressee you should not disseminate, distribute, copy or in any other way deal with such e-mail. Please delete such e-mail from your system immediately. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

SMS Terms of Use (SMS includes, but is not limited to, messages sent via the internet on platforms such as WhatsApp or similar)

Please note the Terms of Use set out below. They are binding for all SMS's.

a) Disclaimer

Sampada Private Equity will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

Sampada Private Equity won't be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, Sampada Private Equity makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

b) Applicable law

The use of, and information appearing in SMS's is governed and interpreted in accordance with the laws of the Republic of South Africa.

c) Intellectual property rights

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without our written permission. You may not use the name of Sampada Private Equity or our logo in any way without our prior written permission.

d) Breach

Sampada Private Equity reserves the right to refuse to provide any SMS service if:

- (a) you breach any of these Terms of Use;
- (b) we're unable to verify or authenticate any information you provide to us; or
- (c) we believe that you're conducting activities that are illegal or abusive, or put Sampada Private Equity in disrepute.

e) Indemnity

You agree to indemnify and hold harmless any member of the Sampada group – and our respective directors, officers, employees, agents, licensors, suppliers and any third-party information providers – from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these Terms of Use.

Presumption and indemnity clause

The user of this site hereby indemnifies and holds Sampada Private Equity harmless against all and any loss, liability, action, law suits, proceedings, costs, demands, and damages of all and every kind, (including but not limited to, direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising

out of or in connection with the failure or delay in the performance of the services offered on this website, or in the use of these services offered, information and / or images available on this website, whether due to Sampada Private Equity's negligence or not.

Due to the lack of personal contact in online communication and transactions, Sampada Private Equity relies exclusively on the correctness and accuracy of information submitted and the good faith of its online customers. Failure to provide honest, accurate and complete disclosure may lead to the annulment of policies.

Online customers must keep confidential their personal usernames and passwords, at all times. Sampada Private Equity shall be entitled to presume the authenticity and validity of any online communication or transaction and that the online customer is the originator of such online communication or transaction where the username and password of that online customer is used to gain access to, view and/or engage in any activity or transaction or service offered on this website.

The online customer hereby indemnifies Sampada Private Equity, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which Sampada Private Equity or any third party may incur as a result of reliance placed on any information, data and material furnished by a prospective policyholder or policyholder to Sampada Private Equity.

Termination and variation

Sampada Private Equity reserves the right to alter, restrict and / or terminate the services on its website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by the user if the user continues using the website. The obligation therefore will be on the user of this website to review these terms and conditions at regular intervals.

No warranties

While Sampada Private Equity will take care to provide accurate information on the Sampada Private Equity website, the information displayed on the Sampada Private Equity website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, Sampada Private Equity does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the Sampada Private Equity website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have Sampada Private Equity's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage Sampada Private Equity's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any Sampada Private Equity server (computer), or network connected to any Sampada Private Equity server, or interfere with any other party's use of the Sampada Private Equity website;
- Interfere with any content displayed on the Sampada Private Equity website or attempt or gain unauthorised access (without Sampada Private Equity's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a Sampada Private Equity server or any other part of the Sampada Private Equity information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the Sampada Private Equity website or to gain access to information or any part of the Sampada Private Equity information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished;
- Create a link from another website to the Sampada Private Equity website, or any of the web pages which constitute the Sampada Private Equity website, without Sampada Private Equity's prior written consent;
- Frame the website or any of its pages without Sampada Private Equity's prior written consent.

Electronic transactions, communications, and records

When you communicate with Sampada Private Equity by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by Sampada Private Equity. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by Sampada Private Equity satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to Sampada Private Equity acting on the information communicated to Sampada Private Equity electronically. You are responsible to ensure that Sampada Private Equity has received the information communicated electronically.

You acknowledge and consent that Sampada Private Equity, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by Sampada Private Equity will constitute rebuttable proof (it may be challenged) of the content of the records.

Any e-mail communication (including but not limited to SMS's messages sent via data for example WhatsApp) sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of Sampada Private Equity.

User ID and password

If you subscribe to a service or product provided on the Sampada Private Equity website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying Sampada Private Equity immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by Sampada Private Equity or a third party due to someone other than you using your user id and/or password.

Mobile access and use

You may access the Sampada Private Equity website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the Sampada Private Equity website.

General

These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and the user of this website will submit to the jurisdiction of the South African courts.

Sampada Private Equity's failure to exercise any particular right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

Cookie policy

A "cookie" is a computer file, which is transferred automatically from our web site to a visitor's computer during an online session, and which enables Sampada Private Equity, its sponsors and advertisers to customise webpage content and to gather general information on the use and frequency of the visitor traffic.

Sampada Private Equity engages third parties that help it deliver its banner advertisements and other online communications. The third parties may collect and use information about Sampada Private Equity customers to help us understand the offers, promotions, and types of advertising that are most appealing to its customers.

Access to information act

[Click here](#) for the Promotion of Access to Information Act manual.