

## **Terms and Conditions of Use of the AB Brokers Website**

For purposes of these terms and conditions of use of the AB Brokers website, "website" shall mean AB Brokers, and all of its direct affiliates and subsidiaries.

### **1. Acceptance of terms and conditions**

AB Brokers provides the information contained on this website and any pages comprising the website ([www.abbrokers.co.za](http://www.abbrokers.co.za)) to you subject to the terms and conditions of use of the AB Brokers website set out herein ("terms and conditions"). By accessing, using and/or downloading any information from the website, you are deemed to have accepted and agreed to the terms and conditions. If you do not accept and agree to the terms and conditions, do not access, use or download any information from the website.

### **2. Modification of terms and conditions**

AB Brokers may at any time in its sole and absolute discretion modify the terms and conditions without notice to you and your continued access or use of the website will be subject to the terms and conditions in force at the time of such access or use. Accordingly, you should review the terms and conditions periodically as your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions.

### **3. Content of the website**

Whilst every effort is made to update the information contained on this website on a regular basis, AB Brokers makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information, opinions, data and/or content contained on the website and shall not be bound in any manner by any information contained on the website. AB Brokers reserves the right at any time to change the content or discontinue without notice, any aspect or feature of the website. No opinions, research information, data or content contained on the website (and whether posted by AB Brokers or a third party) should be construed as advice and same are offered for information purposes only.

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External links, including links to other websites, may be provided for your convenience, but they are beyond the control of AB Brokers and no representation is made as to their content. The inclusion of any link does not imply endorsement by AB Brokers of such site or the contents thereof. Use of or reliance on any external links is at your own risk. No hypertext links may be created from any website controlled by you (whether directly or indirectly) to the website without the express prior written permission of AB Brokers.

## 5. Copyright and intellectual property rights

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## 6. Public forums and user submissions

AB Brokers is not responsible for any material submitted to the public areas by you (which include bulletin boards, chat rooms, or any other public area found on the website). Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by AB Brokers. AB Brokers reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion, that there is a possibility that you may –

1. defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
2. publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
3. upload files that contain viruses, corrupted files or any other similar software or (computer) programs that may damage the operation of AB Brokers and/or a third party’s computer system and/or network;
4. violate any copyright, trademark, other applicable laws or intellectual property rights of AB Brokers or any other third party;
5. submit contents containing marketing or promotional material which is intended to solicit business.

## 7. Transmission of information

Your attention is drawn to the fact that information transmitted via the internet to AB Brokers is susceptible to monitoring and interception. AB Brokers reserves the right to request independent verification in compliance with all applicable laws of any information transmitted and your consent to such verification should AB Brokers deem it necessary. You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated,

racially offensive, profane, pornographic or which violates any applicable laws and you hereby indemnify Terabyte Technologies against any loss, liability, damage or expense of whatever nature which AB Brokers or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website.

## 8. Warranties and disclaimers

Terabyte Technologies makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website. To the extent permitted by applicable laws, AB Brokers shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and/or use of the website and any information contained on the website and you waive any and all claims which you may have against AB Brokers in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you as a result of or which may be attributable directly or indirectly to the aforesaid. These limitations of liability shall apply regardless of the form of action, whether in contract, tort, delict, strict liability or otherwise, and regardless of whether either party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, AB Brokers shall not be liable for any indirect, contingent or consequential loss (including but not limited to loss of business or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance on the website or any information offered on or via the website.

## 9. Privacy and data protection

AB Brokers understands the importance of protecting your personal data. The AB Brokers Privacy Policy sets out how AB Brokers manages your personal data and applies to the website. Any personal data collected from you during your access or use of the website will be collected and managed in terms of the AB Brokers Privacy Policy, as amended from time to time, and all applicable privacy and data protection laws.

## 10. General

1. These terms and conditions constitute the sole record of the agreement between you and AB Brokers in relation to the subject matter hereof. Neither you nor AB Brokers shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and AB Brokers in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms and conditions shall be binding upon AB Brokers unless agreed to by AB Brokers. No indulgence or extension of time which AB Brokers may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of AB Brokers in terms hereof,

save in the event or to the extent that AB Brokers has signed a written document expressly waiving or limiting such rights.

2. AB Brokers shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions to any third party without notice to you.

3. All provisions of these terms and conditions are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these terms and conditions shall remain of full force and effect.

4. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the South African courts in respect of any disputes arising in connection with these terms and conditions or any matter related to or in connection therewith.

These terms and conditions were last updated on 11 July 2024.

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