## **TERMS OF USE**

#### 1. ABOUT THIS WEBSITE

- 1.1. This website is owned and operated by **Soft Landings NPC** (Registration number: 2011/123898/08) a non-profit company registered in accordance with the laws of the Republic of South Africa and any reference made to "Soft Landings", "we", "us", or "our" refers to Soft Landings NPC. We operate under the domain name 'www.softlandings.co.za' ("the/this website"). Any reference made to "user", "you", or "your" refers to users of this website.
- 1.2. Your use of the services, information, text, graphics, materials, and other content on this website ("content") is governed by these Terms of Use and the associated Privacy Policy. By using this website, you agree to be bound by these Terms of Use.

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- 2.1.2. that Third Party Material does not infringe the intellectual property rights of any person. Soft Landings is not authorising the reproduction of Third-Party Material by linking content on this website to Third Party Material.
- 2.3. When following a link on this website, content at a Third-Party Website may be displayed in your browser framed by content on this website. This content is also Third-Party Material for the purpose of these Terms of Use.

### 3. PRIVACY

The privacy and security of your information is very important to us. The use of your personal information will be subject to our Privacy Policy, please read same in full.

## 4. WARRANTIES

Whilst reasonable steps have been undertaken to ensure that information is free from error, we do not warrant the accuracy, adequacy, or completeness of content on this Website. All

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Subject to any responsibilities implied by law and which cannot be excluded, neither Soft Landings, nor its directors, employees, agents and contractors, are liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to content on this website, to Third Party Material, third party services, or to access of this website by you, howsoever caused, whether in contract, delict, statute or otherwise.

#### 6. INDEMNITY

You indemnify us in respect of any liability incurred by us for any loss or damage, howsoever caused, suffered by us as a result of your breach of these Terms of Use, or your use of this website.

### 7. NO FINANCIAL OR INVESTMENT ADVICE

We do not purport to provide you with financial or investment advice of any kind. The information available via this website does not take account of your particular financial position. We suggest that you seek independent advice before acting upon content on this website or Third-Party Material.

## 8. AVAILABILITY OF THE WEBSITE

- 8.1. Please note that due to electronic services being subject to interruption or breakdown, access to the website is offered on an "as is" and "as available" basis only.
- 8.2. We may impose limits or restrictions on the use you may make of this website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use, we may withdraw this website at any time and without notice to you.

## 9. USE OF THE WEBSITE

- 9.1. The information and content contained on this website is provided solely for bona fide personal or commercial users only. By accessing, viewing, or otherwise using this website, you agree to abide by the terms and conditions of use contained in this clause.
- 9.2. You agree that you will not (either yourself or through any third party):

- 9.1.1. use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on this website, or any of the information, content or data contained within or accessible through the website, without our prior written permission;
- 9.1.2. use any Automated Process to aggregate or combine information, content or data contained within or accessible through this website with information, content, or data accessible via or sourced from any third party;
- 9.1.3. use any information on or accessed through this website for any commercial purpose or otherwise (either directly or indirectly) for profit or gain;
- 9.1.4. use any device, software, process, or routine to interfere or attempt to interfere with the proper working of this website or any process being conducted on or through it;
- 9.1.5. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to this website;
- 9.1.6. reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the website; or
- 9.1.7. copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from the website without our prior written permission.
- 9.2. You must only use this website:
- 9.2.1. to view informational content; or
- 9.2.2. to make a donation to us via a third-party service provider.
- 9.3. You agree to indemnify us in respect of any liability incurred by us for any loss, cost, damage, or expense, howsoever caused, suffered by us as a result of your breach of this clause.

## 10. COPYRIGHT AND TRADEMARKS

- 10.1. Any copyright in the content on this website is owned or licensed by Soft Landings NPC and/or its related and interrelated entities as defined in the Companies Act 71 of 2008.
- 10.2. Except where necessary for and incidental to viewing the content on this website via your web browser, or as permitted under the Copyright Act (Act no. 98 of 1978) or other applicable laws, no content on this website may be reproduced, stored in an electronic or other retrieval system, adapted, uploaded to a third-party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Soft Landings.

#### 11. TERMINATION

These Terms of Use and your access to this website may be terminated at any time by either party without notice to the other. However, all restrictions and licences granted by you, and all disclaimers and exclusions of and limitations on liability will survive any termination. Upon termination, you must not directly or indirectly access or use this website or any content on this website.

### 12. ACCEPTANCE AND CHANGES TO TERMS OF USE

- 12.1. You acknowledge and accept that your use of this website indicates your acceptance of these Terms of Use and the Privacy Policy.
- 12.2. These are the current Terms of Use, they replace any other terms of use published on the website to date. We may at any time vary the Terms of Use for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the website, by publishing the varied Terms of Use on the website. Your use of the website after any variation, indicates that you accepted the new Terms of Use.

### 13. LINKING TO THE WEBSITE

Linking to this website is only permitted when authorised by us in writing to do so. Please contact us if you would like to link to any part of the website.

## 14. GENERAL:

- 14.1. The law applicable to this website and to disputes arising out of this website is the law of the Republic of South Africa.
- 14.2. Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from these Terms of Use, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms of Use.
- 14.3. Should you have any queries about these Terms of Use, or should you be unhappy with the content displayed on the website or our operation of the website, please feel free to send us an email at <a href="mailto:info@softlandings.co.za">info@softlandings.co.za</a>.
- 14.4. Should your complaint relate to the processing of your personal information, please consult our Privacy Policy.
- 14.5. We accept all legal proceedings and legal documents at the following address:

127A York Street, George Western Cape South Africa 6529

14.6. Soft Landings will indicate from time to time when these Terms of Use became effective. However, we are under no obligation to specifically contact or notify you of any variation to these Terms of Use. These Terms of Use were last amended on 25/05/2023.