

BIZNETWORK SITE TERMS & CONDITIONS

Date: 2 September 2009

Welcome to our site!

This document sets out your and our rights, duties, and obligations.

By accessing or using this site you agree to these Terms & Conditions.

1. BY USING THIS SITE YOU ACCEPT THESE TERMS & CONDITIONS

- These terms & conditions ("this agreement") forms an agreement between you and FNB, a division of FirstRand Bank Limited ("us", "we", "our" or "FNB").
- This agreement applies to you regardless of how you access this site, including via the worldwide web or via any other network and regardless of what technology (devices or browsers) you use to access the site.
- The agreement between you and us will come into being when you use/access this site, or register to use this site, whichever happens first.

2. IN THIS AGREEMENT CERTAIN WORDS HAVE SPECIFIC MEANINGS AND CERTAIN RULES APPLY TO ITS INTERPRETATION

In this agreement the following words will have the following meanings:

- "Site" includes any website, social networks, including message boards; forums; chat rooms; wikis; instant message services; and blogs, and for the avoidance of doubt includes any content on the foregoing.
- "Content" means any information or material, in any form or of any kind, including data, text, share prices, advertisements, information about FNB, its products and services, the financial markets or economy, news, sports scores, calendars, text, files, documents, tools, software, code, RSS feeds, audio (sound), messages, tags, videos, photos, applications, avatars, information feeds, screen names, profiles, graphics or other multimedia works, whether it was created electronically or converted into an electronic form.
- "Post" (read as a verb) or "posting" includes creating, submitting, transmitting, uploading, storing or displaying, tagging, in any manner or form, any content onto the site or through the site, for any reason, whether privately or publicly, and includes an attempt to do any of the aforementioned acts.
- "Systems" means any computer hardware; including servers, software and any communications equipment or device and includes related or linked systems.
- Please see the rules of interpretation in section 34 which apply when reading or interpreting this agreement.

3. THE CONTENT OF THE SITE IS NOT AN OFFER AND IS ONLY A GUIDELINE

The content on the site must NOT be treated as an offer.

The content provided on or via this site is only designed to serve as a general guideline or is provided for your general information only. While we take care to ensure that the content we provide is accurate, none of the content, including that supplied by or written by FNB or on its behalf, must be treated as the official opinion of FNB (unless expressly stated) or as financial, legal, investment, medical or professional advice of any kind. You must consult a professional advisor before you rely on any content or before you rely on the results of any content (including tools/calculators) provided on/via the site. You must confirm or check the content before you rely on it. If you rely on the content without checking whether it is correct, suitable, or up to date it will be at your own risk.

4. THE CONTENT MAY BE SUBJECT TO CHANGE AND MAY BE DELAYED

Because some of the content on this site may be subject to regular change or depends on specific circumstances (e.g. share prices, interest rates, prices) you accept that such content is only an estimate or projection and in some cases a snapshot of constantly changing information or values. You must treat all information as delayed unless we specifically say the information is up to date. We may rely on other parties to provide content to us via live information feeds or similar services. We have no control over this content and do not warrant that it is accurate, appropriate, or correct. You must select the "refresh" or similar information update function on your browser/device to ensure that the content you are viewing is the most current available on the site.

5. WE ARE NOT RESPONSIBLE FOR USER GENERATED CONTENT OR CONTENT THAT USERS POST

We are NOT responsible for content that users post on the site. You may be exposed to content that may be offensive, indecent or otherwise objectionable to them.

You alone are responsible for the content you post via the site.

We are not responsible for, or liable in any way for the content posted on this site, including any loss or damage of any kind suffered/incurred because of the use of any content or because it is objectionable or harmful in any manner. You must assess and evaluate the risk associated with using the site and any content.

6. PROHIBITED CONTENT (YOU MAY NOT POST THIS TO THE SITE)

You may NOT post any of the following content on the site whether by yourself or through any other person:

- Content that is, or can generally be considered, or is in our sole discretion, obscene; sexually explicit; or pornographic.
- Content that is illegal or unlawful or violates any law.
- Content that is profane, fraudulent, misleading, defamatory, intimidating, harassing, hateful, injurious, racist, sexist, abusive, hostile, malicious or threatening or otherwise harmful or objectionable to us or any person.
- Content that incites hatred or violence.
- Content that harms minors in any way.
- Content that disrupts the site or any portion of the site.
- Content that infringes or may infringe or violate our rights or the rights of any other person, including the intellectual property rights or privacy rights of any person. This includes content that you didn't create or which you do not have permission to store.
- Content that constitutes, or may constitute, the wrongful or unlawful disclosure or publication of confidential information or trade secrets, whether under law or a contractual or fiduciary relationship.
- Content that violates any export control laws.
- Content that contains viruses, malware or destructive code or code that interrupts, destroys or limits (whether by design or by accident) the functionality of any system or permits the unauthorised use of or access to any systems or any data or information stored or transmitted via such systems.
- Content that is false or misleading.
- Content that may expose us or any other users to harm or liability of any type.
- Content that violates this agreement or any other rules, guidelines posted on the site from time to time.

If you are unsure as to whether the content may fall into one or more of these categories you must not post it.

By posting content on the site, you warrant that you own or otherwise have the right to use or post that content and that the content does not constitute prohibited content.

7. PROHIBITED CONDUCT

You may NOT under any circumstances do any of the following acts or attempt to do so, whether by yourself or through any other person:

- You may not engage in any conduct that violates the law or involves prohibited content.
- You may not post content on behalf of any other person for commercial purposes or allow any other person to post content using your account. You may not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the site, use of the site, or access to the site.
- You may not misuse the site.
- You may not use the site or its content to create or submit unwanted communications (spam).
- You may not access or use in anyway access codes, or content that does not belong to you.
- You may not use the site to extract, collect, process, combine or store the personal data or content of other users.
- You may not take any steps that circumvent any mechanisms that prevent the unauthorised, use of, access to, or reproduction of the site, its contents or our systems, including any steps to breach security or authentication measures or interfere with our systems in any manner.
- You may not decompile, disassemble, decrypt, extract, reverse engineer the site or any of our systems.

8. YOU MUST GIVE US INFORMATION ABOUT YOU THAT IS TRUE, ACCURATE, COMPLETE AND CURRENT

If you are required to register to use the site or any part of the site or prompted to provide information about yourself, you must provide information that is true, accurate, and complete. You must also make sure that the information we have about you is kept up to date (current). If you don't do this, or if we suspect that you have not done this, we can immediately suspend or terminate your use of the site or any portion of the site.

9. YOU GRANT US A LICENSE TO USE ANY CONTENT YOU HAVE POSTED

You grant us a world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish any content you have posted on the site for the purpose of displaying, distributing and promoting the site, and in the case of photos or graphics, only for the purpose for which such photo or graphic was submitted to the site. This license will terminate when you delete the content from the site.

10. WE CAN TERMINATE YOUR RIGHT TO USE THE SITE

We can suspend or terminate your right to use the site and/or terminate this agreement with immediate effect, without giving you notice, if we suspect that you have or may breach sections 6 & 7 (prohibited acts and prohibited conduct). We can also terminate this agreement if you breach this agreement and fail to remedy your breach within 7 (seven) days of giving you notice to remedy your breach. If the site (or any part of it) requires registration we can also terminate your right to use the site if you don't access the site for a continuous period of more than 6 (six) months.

11. YOUR PRIVACY

Please read the privacy policy published on our site for more information.

12. YOUR SECURITY: YOU MUST PROTECT YOUR ACCESS CODES AND LOGOUT AT THE END OF A SESSION

Certain portions of the site may be restricted and require you to enter usernames and passwords ("access codes") to gain access. You are responsible for all activities that occur on that restricted portion of the site after your access codes have been entered. Because of this you must take all reasonable steps to keep your access codes secret. This includes:

- Telling us immediately of any unauthorised use of your access codes or if you suspect this could happen.
- Not sharing your access codes with anyone else.
- Keeping your access codes in a safe place.
- Changing your access codes regularly.
- Selecting access codes that aren't obvious or easy to guess.
- Disabling programs that are designed to remember your access codes.

- You should not share sensitive personal information or your contact information on the site. We do not safeguard public portions of the site such as bulletin boards, chat rooms or forums.

You must make sure that you have logged off at the end of a session.

If you access this site using any public or semi-private services, equipment or networks e.g. an Internet café/hotspot, you may need to take extra precautions.

We are not liable for any loss or damage because of your failure to comply with this section 12.

13. WE ARE NOT RESPONSIBLE FOR THIRD PARTY SITES AND CONTENT

For your convenience, this site may contain third-party content or links to sites operated or owned by other persons ("third parties"). This includes advertisements, competitions and promotions. By making third-party content available or providing hyperlinks to third party sites we do not endorse the third party, its site, its products, or services. You must ensure that you obtain all information relevant to making a decision about the third-party content, the third-party, its site and its products/services and that you enquire about the terms & conditions and policies that apply to the third party sites, products and/or services, including those related to its delivery, payment, payment systems and warranties. Any dealings you have with third parties are only between you and such third party.

We have no control over third parties or their sites or their content and will not be liable for any loss or damage you suffer, whether directly or indirectly, because of your dealings with the third party or your use of the third party's site, content or its products, services, competitions, promotions or advertisements. You deal with third parties and access third party sites and use their products and services entirely at your own risk. Unless expressly stated the third party is not our agent.

14. SOFTWARE MADE AVAILABLE VIA THE SITE HAS ITS OWN LICENSE CONDITIONS

If any software or applications ("software") is made available for download on or via the site it will be governed by licence conditions that apply to that software. You are alone responsible for reading and agreeing to the license conditions. We are not responsible or liable for any damage, damages or loss caused or alleged to be caused by or in connection with your dealings with such third party licensor. You indemnify us fully against any breach by you of such license conditions. We give no warranty and make no representation, whether express or implied, about the quality or fitness for purpose of such software. Unless expressly stated the third party is not our agent.

15. YOU MAY NEED TO REGISTER OR APPLY

Before you can gain access to certain portions of the site or certain goods/services made available via or one the site you may have to register or apply ("apply" or "application"). We cannot guarantee that your application will be successful. Any message that we send you after you have submitted your application to us, which is created/generated or sent automatically must not be treated or regarded as the formal approval of your application. You are not entitled to rely on this automated response. Certain services or products may attract fees. We will notify you of this when you register for these services.

16. COOLING OFF RIGHTS

If you obtain goods or services for sale, for hire or for exchange by way of an electronic transaction the 'cooling-off' rights in section 44 of the Electronic Communications and Transactions Act 2002 ("ECT Act") may apply to you. This means you have the right to cancel the agreement within 7 (seven) days after you received the goods, or entered into the contract for services, whichever applies, without reason or penalty. There are exceptions. It doesn't always apply. For more information on your cooling off-rights please see Chapter VII: section 44 of the ECT Act. For the exceptions (when it will not apply) see section 44(2) of the ECT Act. You can view the ECT Act online at: http://www.acts.co.za/ect_act/.

17. THIS SITE IS SUBJECT TO OUR INTELLECTUAL PROPERTY RIGHTS

You acknowledge that this site and the FNB content is the intellectual property, proprietary or confidential information of FNB and that various intellectual property laws and international treaties protect the site and its content. This includes all registered and unregistered trade marks, patents, copyright, designs or applications for these.

You may only download, copy, view or use the site or FNB content for your non-commercial personal use. You may not in any other manner use, copy, reproduce, share, display, modify, rent, lease, loan, sell, distribute the site or FNB Content and any of our intellectual property (or any portion thereof), without getting our prior written consent. You must not create derivative works based on the site or FNB content. We reserve all our rights.

You must retain all notices, including copyright notices on the site and content.

You are subject to any restrictions that apply to third-party content, which includes restrictions that apply to content posted by users. If you are not sure of what those restrictions are you must contact the owner/author of that content. You must comply with the license terms & conditions that apply to any content made available on the site.

You agree not to access the site by any means other than through the interface that is provided by FNB to access the site. You may not create any kind of link or reference whether electronically or otherwise ("linking") to any part of this site or content without our prior written consent. Send requests to _____. If you have not heard from us within 5 (five) working days, you must assume that your request has been denied.

18. WE WILL ACT ON INSTRUCTIONS THAT APPEAR TO HAVE BEEN SENT BY YOU

Because we use a non-face to face communication channel to communicate with each other, you authorise us to rely on and perform all instructions that appear to originate from you via the site or any communication channels made available on the site, unless you notify us otherwise before we carry out the instruction. We will not be liable if you send the same instruction to us more than once. If you do this we will only reverse instructions if we alone consider it feasible and appropriate, and if it is possible.

You must not send banking instructions to us by email or via any contact us forms that are provided on the site. These forms are only meant to be used to send us general communications about the site and the goods/services provided on the site. Any communication you send us will only be deemed to have been received by us once we've confirmed that we have received it, or responded thereto, whichever happens first. If we don't confirm receipt, contact us before you resend the communication.

19. YOU MUST USE RECOMMENDED SOFTWARE AND HARDWARE AND FOLLOW SUGGESTED SETTINGS

When you use this site you must use follow our suggested settings for communication devices, including browsers. If we specify hardware or software requirements, then you must use that specified hardware or software. Please see our site settings for more information or contact our site administrator. If you don't do this it may result in a security risk to you and/or result in some or all of the functionality of the site or service not to operate properly or at all.

20. REQUIREMENTS AND YOU ARE RESPONSIBLE FOR OBTAINING THE NECESSARY SERVICES TO GAIN ACCESS TO THE SITE AND FOR SUPPLYING YOUR OWN EQUIPMENT AND SOFTWARE

This site or parts of it may not be available to, or accessible from, certain devices.

You must at your own expense obtain all equipment and services that are necessary to gain access to the site and content including compatible software and equipment to access and use the site and to read, convert or store the contents.

You are responsible for all third-party charges associated with accessing the site and any content.

21. THE ACTIONS WE CAN TAKE

- We reserve the right to remove any prohibited content without giving you notice of this.
- We do not routinely screen or filter content before or after it is stored. We do not exercise editorial control over any content that user's post. However, we reserve the right to screen, filter, inspect, delete, move, remove, disclose, edit or otherwise modify content or take such other actions, from time to time, or when this is necessary to protect our systems, our rights, the rights of other users or to comply with the law.
- While we reserve the right to perform the acts stated above, we will not be obligated to do them, unless we are compelled to do so by law. We are not responsible for any failure or delay in removing any content.
- While we will do our best to notify you before we disclose, delete, remove, modify or move content, we are not obligated to give you notice before we take any of these actions.
- Notwithstanding the fact that we have the right to take the actions described above, all content shall remain the property, responsibility, and opinion of the person who posted the content. We are not the author or owner of the content. Notwithstanding the foregoing we reserve the right to challenge the authenticity or ownership of any content that is stored on the site.
- We can put in place such technical or other remedies we consider appropriate to prevent abuse, excessive bandwidth use or to protect the site or our systems.
- We reserve the right to examine your the account at any time.

- We can refuse you the right to post or access content at any time.
- We reserve the right to discontinue the site at any time.
- Nothing in this section limits or excludes us from exercising any other rights we may have in law or in terms of any code of conduct to which we have subscribed.
- We reserve the right to disclose information about you where required in good faith, by law or to exercise our legal rights or defend ourselves against legal claims.

22. WE DON'T PROVIDE ANY WARRANTIES ABOUT THE SITE

You use the site at your own risk.

While we regularly back-up information stored on the site, and will do our best to recover content that is lost, we are not obligated to do so. The availability of the site and any content that is posted on it cannot be guaranteed.

The site is provided on an "as is", "with all faults" and "as available" basis.

To the full extent allowed by law, we disclaim all warranties, express or implied, or representations of any kind, about the site or its availability, its operation or usefulness, its non-infringement, or the content contained on the site. We do not provide the implied warranties of merchantability and fitness for any particular purpose. We do not verify the ownership rights or nature, accuracy or reliability of any content posted on the site. We make no warranty about the ownership, nature, integrity, reliability, legality, quality, appropriateness, or security of the content or third party content. We make no warranty that any particular hardware or software or devices are compatible with the site. We don't warrant that the site will be available at all times, or from all locations.

23. WE ARE NOT LIABLE TO YOU OR ANY PARTY FOR ANY LOSS OR DAMAGE YOU SUFFER

YOU USE THE SITE AND CONTENT AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT YOU POST ON THE SITE.

We are not liable to you or any other person for any loss or damage of any kind, which arises because of the site or content, regardless of how or when this arises. This includes loss or damage that arises because of one or a combination of the following:

- Because of your use of the site.
- Because of any of the content you have stored on the site.
- Because content is lost or damaged.
- Because of any content on or that originated from the site.
- Because of loss or damage to your computer system or software.
- Because of your failure to store any content or back up any content.
- Because of your destruction of, deletion or amendment of any content.
- Because of our actions or omissions.
- Because of the acts or omissions of any user or other person, including because of the prohibited acts or conduct.
- Because you are not able to use the site or access content stored on the site.
- Because third-party party telecommunication systems or utilities have malfunctioned or are not available.
- Because of natural disasters.
- Because of the malfunction of your systems or third party systems.
- Because content was unlawfully accessed, monitored or intercepted.
- Because of our delay or failure to monitor or remove any content.

These exclusions apply to any claims for lost profits, lost data, loss of goodwill, loss of productivity or any other losses or damages, even if we knew or should have known of the possibility of such damages. Without derogating from the foregoing our liability shall always be limited to the full extent permitted by law.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the site or this agreement must be instituted within 1 (one) year after such claim or cause of action arose.

24. YOU INDEMNIFY US

YOU AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD FNB HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, ("LIABILITIES") THAT ARE MADE AGAINST FNB BY AN PERSON BECAUSE OF YOUR USE OF THE SITE OR BECAUSE OF YOUR ACTIONS OR OMISSIONS, OR THAT WAS CAUSED DIRECTLY OR INDIRECTLY BY YOU OR ANY PERSON WHO YOU ALLOW TO ACCESS THE SITE, ARISING OUT OF CONTENT YOU POST TO THE SITE, YOUR CONNECTION TO THE SITE, YOUR VIOLATION OF THIS AGREEMENT, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER PERSON. WITHOUT DEROGATING THE FOREGOING, SHOULD THREATENED OR ACTUAL LITIGATION ARISE BECAUSE OF THE ABOVE YOU AGREE THAT WE CAN IN OUR SOLE DISCRETION HAVE CONTROL OVER SUCH LITIGATION AND THAT YOU SHALL CO-OPERATE FULLY IF THIS HAPPENS, INCLUDING, BY ASSERTING THE APPROPRIATE DEFENSES. NO UNDERTAKINGS, SETTLEMENTS, PUBLIC COMMUNICATIONS OR STATEMENTS WHICH REFER TO OR IMPLICATE FNB, DIRECTLY OR INDIRECTLY, SHALL BE ISSUED OR GIVEN WITHOUT THE PRIOR WRITTEN CONSENT OF FNB.

25. HOW TO MAKE A COMPLAINT ABOUT THE SITE OR CONTENT

If you want to make a complaint, please notify us in writing. We will respond to your complaint as soon as possible. If you do not hear from us within 5 (five) working days from sending your complaint we request that you contact us. Certain types of complaints may be subject to specific procedures and may be subject to adjudication by a specific regulatory body or voluntary association. Please contact us for more information.

26. INFORMATION WE MUST DISCLOSE TO YOU

You may be entitled to certain information in terms of the law, including depending on the services or content provided on the site, in terms of the Code of Banking Practice and legislation such as the Electronic Communications and Transactions Act 25 of 2002 and the Financial Advisory Intermediary Services Act 37 of 2002. Because different information applies to different products and services and depends on the circumstances we cannot place all of this information in the same place. We will provide this information in different places/formats on the site.

27. WE MAY MODIFY, SUSPEND OR TERMINATE THE SITE

We may, without notice, modify, suspend or discontinue the site; impose limits or conditions on the right to certain online services, features or functions; or restrict your access to parts of, or all of the services on the site.

28. SITE MAY NOT BE AVAILABLE FROM TIME TO TIME

This site or parts of the site (or certain content) may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system, or networks. For the duration of such unavailability you must use our other available service or communication channels.

29. CERTIFICATE ISSUED BY ADMINISTRATOR IS PRIMA FACIE PROOF

A certificate signed by us or the administrator responsible for the site or part of the site, will constitute prima facie proof of the operation or functionality of the site, any service or part thereof and any content.

30. WE MAY MONITOR YOUR COMMUNICATIONS ON THE SITE

You expressly give your consent for us to monitor your communications on our site. You acknowledge that we monitor communications on the site primarily to maintain the integrity and security of our site and systems.

31. OUR AND YOUR ADDRESS FOR LEGAL SERVICES

- You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- We may send you legal notices using any communication method permitted by law, to any of the addresses or numbers you have specified during any of your communications/applications/registrations with us or at the address you actually work or live.
- In addition to the above, we may display notices to you on the site or via hyperlinks on the site to a website.

32. YOU WARRANT THAT YOU HAVE PERMISSION TO USE THE SITE AND ENTER INTO THIS AGREEMENT

- By using the site you warrant that you are either not a minor or that you are emancipated or that you have your guardian's permission to use the site and/or that you have the required legal capacity to enter into this agreement or any other agreement regarding your use of the site.
- Parents/guardians who allow children to use or access the site must supervise their use of the site and ensure that the site and any content provided on the site is appropriate.

33. CODES OF CONDUCT

We subscribe to various codes of conduct. Please contact us for more information.

34. HOW THIS AGREEMENT MUST BE READ AND INTERPRETED

The following rules will apply to the interpretation of this agreement:

- Defined words are shown in title case or lower case, as the context requires.
- Words defined anywhere in this agreement will have the meanings given to them, unless the context clearly requires otherwise.
- The singular includes the plural, and *vice versa*.
- Clause (section) headings in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify, or amplify this agreement.
- If any of these terms, conditions or provisions in this agreement are held to be illegal, invalid, unlawful or unenforceable, the term, condition or provision will be ineffective to the extent of such prohibition or unenforceability and will be treated as if it were not written and deleted from this agreement without invalidating the remaining terms, conditions and provisions of this agreement.
- The words "includes" and "including", must be read to include the words "without limitation" immediately thereafter.
- The word "person" refers to natural and legal persons or groups of persons.
- References to "FNB", "us", "we" or "our", shall where necessary to limit its liability or enforce its rights, including any indemnities from you, include FNB and its officers, shareholders, directors, employees, subsidiaries, affiliates, service providers, agents, licensors, clients, servants, co-branders and other partners. Such clauses will constitute a stipulation for the benefit of another.
- References to users include FNB employees.
- "Our", "us" and "we" only refers to FNB.
- The rule that a contract be interpreted against the party responsible for drafting it, will not apply.

35. YOUR RIGHT TO USE THIS SITE IS SUBJECT TO CONDITIONS, RULES AND GUIDELINES

- You have the right to use this site on condition that you accept this agreement without changes and comply with it.
- You will also be subject to any posted guidelines, rules, or policies ("online terms") that apply to the site/content which may be referred to or published on the site from time to time, or made available to you by means of a hyperlink. Such online terms are incorporated by reference.
- For convenience we may make online terms available via a hyperlink to information that is stored elsewhere or refer you to another website. You are obliged to view that information. If your communication system cannot access any hyperlink, you must contact the site administrator.
- To the extent of any inconsistency between this agreement and any other guide, rule or policy, this agreement will prevail.
- We can amend this agreement and the online terms from time to time by adding new terms and conditions, policies, rules or guidelines without notice to you. You are responsible for regularly reviewing the online terms. By continuing to use the site after we have posted online terms you signify your acceptance of the amended or new online terms.
- A certificate issued by the administrator of the site will be prima facie proof on which version of the online terms applied at a specific date, and/or its contents.
- For convenience only, the date on which we amended this agreement appears below the main heading of this agreement.

- We may make various products or services ("services") available on different parts of this site or through associated sites. These services may be subject to additional terms and conditions. If you use those services you will also be subject to the terms & conditions that govern those services ("service terms").
- Competitions made available on this site, are governed by the competition rules that apply to them.

36. GENERAL PROVISIONS THAT APPLY

- Where any dates or times need to be calculated in terms of this agreement, the international standard time: GMT plus two hours will be used.
- You may not cede or transfer any rights or transfer any duties under your and our agreement. We can at any time and without giving you notice cede or transfer any of our duties and/or rights in terms of this agreement.
- While we may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, we can still insist on the strict application of any or all of our rights at a later stage. You must not assume that this means that our agreement with you has been changed or that it no longer applies to you. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of this agreement which we may show, grant or allow you or failure or delay by us to exercise any of our rights will operate as an estoppel against us or constitute a waiver of any such right. We will not thereby be prejudiced or stopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future.

37. THE LAW THAT GOVERNS THE SITE, OUR RELATIONSHIP AND THIS AGREEMENT

- This site is hosted, controlled, and operated from the Republic of South Africa.
- This agreement and all online terms are governed by and must be construed and interpreted in accordance with the laws of the Republic of South Africa.
- You consent to the jurisdiction of the South African courts for any dispute which may arise out of or in connection with this agreement.