

Website Terms of Use and Legal Restrictions

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1. Terms

Please read these terms of use ("Terms") carefully before using this website. Accessing this website at <http://www.myclubaccount.co.za> indicates that you accept these terms. If you do not accept these terms, do not use this website. Finant No. 24 (Pty) Ltd t/a Digital Wedge Technologies (Digiwedge) reserves the right to revise, amend or modify these terms and our other policies and agreements at any time and in any manner by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

2. User Registration and Responsibilities

If you are eighteen (18) years of age or older you may register with the Digiwedge website as a user. If you are under eighteen (18) years of age you warrant that you register with this website as a user with the consent of your parent(s) or legal guardian(s). You will be given a unique user name and password ("**User Account**"). You may change your password at any time by updating your account settings on the Digiwedge website. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You are also solely responsible for ensuring that you exit or log-off from your User Account at the end of each session of use. You will notify Digiwedge immediately of any unauthorized use of your password or User Account. Although Digiwedge has taken what it considers to be reasonable and customary security precautions and measures to safeguard your User Account information, we cannot and do not guarantee the effectiveness of our security measures or the safety of your User Account information sent to or from this Site over the Internet.

You agree to immediately notify Digiwedge of any unauthorized use of your password or account or any other breach of security. Digiwedge cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. Information and Representations made at Registration

By registering with Digiwedge, you agree to provide true, accurate, current and complete information about yourself in all required fields of the **registration form** and in all descriptive content you post about yourself. If any of your information changes, you agree to update your registration information as soon as possible. Should Digiwedge suspect that your registration information or descriptive content is not complete, current or accurate or that you have otherwise violated these terms, your account may be subject to suspension or termination, anything you posted may be deleted and you may be barred from using the Digiwedge website.

4. Use of Site

Digiwedge is the owner of this website as a whole and of any individual content on the website that is provided by Digiwedge staff members or contributors who provide work under contract with Digiwedge. Digiwedge authorizes you to access, view and download the text, graphics, images, documents and other materials ("Content") contained in or made available through this Website ("Site") only for your personal, non-commercial use. You must retain all copyright and other proprietary notices contained in the original Content.

You may not modify the Content at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. For purposes of these Terms, any use of the Content on any other Website or networked computer environment for any purpose is prohibited. Any unauthorized use of any Content at this Site may violate copyright, trademark, and other laws. No title to nor ownership of any Content is transferred to you. All rights not expressly granted by Digiwedge to you are retained by us. You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site and all related charges.

5. Restrictions on Use

This Site may only be used for lawful purposes consistent with all rights of other parties and may not be used to violate any national or local laws and regulations. Unlawful activities include but are not limited to storing, distributing or transmitting any threatening, defamatory, obscene, pornographic or any other content (by email, uploading, posting, or otherwise) in violation of privacy rights or copyright or trademark rights, or attempting to compromise the security of this Site or any networked account. You are expressly prohibited from violating or attempting to violate the security of this Site, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, or (c) attempting to interfere with service to any other user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mailbombing", or "crashing". Violations of system or network security

may result in civil or criminal liability. Digiwedge may investigate occurrences which involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting those who are involved in such violations. Digiwedge requests that anyone who believes that there is a violation of these Terms direct the information to operations@digiwedge.com

Further, except with Digiwedge's express advance authorization or in a clearly designated area, you may not use the website to: (a) upload, post, email or otherwise transmit any Communications that provides any telephone numbers, street addresses, last names, URLs or email address; (b) engage in commercial activities within Digiwedge (such as by advertising or selling products or services or inducing other users to enroll in a promotional or money-making enterprise); or (c) solicit donations for any purpose.

6. Termination

You may terminate your User Account at any time and for any reason by providing notice of such intent to terminate to Digiwedge at operations@digiwedge.com .

Digiwedge may terminate your User Account or your use of this Site immediately with prior notice if Digiwedge, in its sole discretion believes you have violated these Terms, or any of the applicable user policies. Upon any termination of your User Account, you must immediately stop accessing and destroy any Content downloaded or printed from this Site. Except as otherwise expressly provided herein, all sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, the sections pertaining to proprietary rights, warranty disclaimers, indemnification and limitations of liability.

7. Third Party Software

You may be able to download third party software ("Third Party Software") from this Site. If you download Third Party Software from this Site, use of the Third Party Software is subject to the license terms associated with such Third Party Software in the applicable end user software license agreement(s) that accompanies or is provided with such Third Party Software ("End User Software License Agreement").

You may not download or install the Third Party Software until you have read and accepted the terms of the End User Software License Agreement.

8. Links to Other Websites

Links to third party Websites ("Third Party Sites") on this Site are provided solely as a convenience to you. If you use these links, you will leave this Site. Digiwedge has not reviewed any of these Third Party Sites and these sites are not governed by these terms or Digiwedge's Privacy Policy (see below). These links may unintentionally lead to sites containing information that some may find inappropriate or offensive. Digiwedge does not endorse or make any representations about any of these Third Party Sites, or any information, software or other products or materials found there, or any results that may be obtained from using such sites. If you decide to access any of the Third Party Sites linked to this Site, you do this entirely at your own risk.

9. Privacy Policy

Please see our **Privacy Policy** - <https://www.myclubaccount.co.za/PrivacyPolicy>, which contains a description of the information gathering and dissemination practices for this Site. As a condition to the use of this Site, users of this Site expressly agree to the terms set forth in our Privacy Policy, which is incorporated by reference to these Terms as if they were fully set forth in these Terms.

10. Modifications to the website

Digiwedge reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website (or any part thereof) with or without notice. Digiwedge shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

11. Disclaimer

You assume total responsibility and risk for your use of the site and the internet. Digiwedge makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the site or any content. Digiwedge does not represent or warrant that:

- the use or operation of the site will be secure, timely, uninterrupted or error-free,
- the site will meet your requirements or expectations,
- any stored content will be accurate or reliable or its integrity maintained,
- the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your requirements or expectations,
- errors or defects will be corrected,
- the site or the server(s) that make the site available are free of viruses or other harmful components.

Digiwedge has no control over and accepts no responsibility whatsoever for the content on this site. The site and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Digiwedge.

12. Limitation of Liability

In no event will Digiwedge, its officers, directors and employee or its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the content or information contained at any or all

such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. If your use of the content or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. In no event shall Digiwedge's liability exceed the amount actually paid, if any, by you for the site in the 12 months prior to the act or injury that gave rise to the liability. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you.

13. Indemnification

You agree to indemnify, defend and hold harmless Digiwedge, its officers, directors and employees and its suppliers from and against any liabilities, losses and reasonable costs and expenses (including reasonable attorney's fees) arising out of any claims or suits by any third party connected with or resulting from your use of this Site in any unlawful manner or in any manner inconsistent with these Terms.

14. Copyright Infringement

Digiwedge respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with Digiwedge and the website, you may not post, modify, distribute or reproduce in any way any Communications that are copyrighted material belonging to others, without obtaining their prior written consent.

15. Applicable Laws

These terms of use will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the exclusive jurisdiction of the court of the Republic of South Africa in relation to any legal action, suit or proceedings arising out of or with respect to these terms of use.

16. Violations of These Terms of Use

Please report any **violations of these terms, including objectionable Communications or behaviour**, to operations@digiwedge.com . Please state the reasons for your concern and provide a link to the Communication or, if appropriate, the behaviour in question. Upon receiving such a report of a possible violation, Digiwedge in its sole discretion may investigate the matter and take such action as Digiwedge determines to be appropriate.

17. General

If any provision of these terms and conditions is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of these Terms. Notwithstanding any provision to the contrary, Digiwedge will not be liable to you for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or government action, emergency regulations, sabotage, riots, vandalism, labour strikes or disputes, acts of god, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause if the delay or interruption in performance is beyond its reasonable control. The failure of Digiwedge to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Except as otherwise stated above in these Terms, these Terms may not be waived or modified except in writing. These Terms constitute the entire agreement between you and Digiwedge and governs your use of this Site, superseding any prior agreements between you and Digiwedge regarding the subject matter contained in these Terms.