

Terms and conditions of use of the Dee Smith & Associates (Pty) Ltd website

Introduction

The Dee Smith & Associates (Pty) Ltd ("Dee Smith & Associates") provides the information contained on this website and any of the pages comprising the website ("website") to you subject to the terms ("the terms") set out herein and referenced herein. By accessing the website, you shall be deemed to have agreed to all the terms. Dee Smith & Associates may at any time modify the terms and your continued use of the website will be subject to the terms in force at the time of your use. Accordingly you agree to review the terms periodically, and your continued access or use of the website shall be deemed to be your acceptance of the amended terms.

Content of the Website

Whilst every effort is made to update the information provided on this website on a regular basis, Dee Smith & Associates makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness and/or reliability of any information, data and/or content contained on the website and/or which may, from time to time, be sent to you pursuant to your registration of the "keep me informed" service offered via the website (including but not limited to any information which may be provided by the various companies within Dee Smith & Associates [collectively "information"]) and shall not be bound in any manner by any information. The information made available on the website from time to time, should not at any time be construed as advice of whatever nature, including inter alia, investment advice. Nothing on this website shall be construed as an invitation or offer by Dee Smith & Associates and/or any of the companies in Dee Smith & Associates from time to time to acquire and/or dispose of and/or in any other manner deal with shares in Dee Smith & Associates and/or any companies in Dee Smith & Associates from time to time.

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Dee Smith & Associates reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information contained on the website (and whether posted by Dee Smith & Associates or any of the companies within the Dee Smith & Associates) shall be construed as advice and same are offered for information purposes only.

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The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of Dee Smith & Associates. Nothing contained on this website should be construed as granting any licence or right to use any trademarks without the prior written consent of Dee Smith & Associates.

External links

External links may be provided for your convenience, but they are beyond the control of Dee Smith & Associates and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links you must refer to that external website's terms and conditions of use.

No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Dee Smith & Associates.

Warranties, Disclaimers and Limitation of Liability

Dee Smith & Associates makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and any of the information contained on or referenced by the website. Without limiting the generality of the foregoing, Dee Smith & Associates gives no warranty of whatever nature regarding the accuracy or appropriateness in any jurisdiction of any information provided on or referenced by the website. Accordingly, the website is made available and the information is provided to you on an "as is" basis.

Dee Smith & Associates 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 use of the website and any information contained on or accessed via the website. You, hereby indemnify Dee Smith & Associates and waive any rights you may have or obtain against Dee Smith & Associates in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered by such you and/or third party as a result of or which may be attributable directly or indirectly to any of the aforesaid. Without limiting the generality of the foregoing Dee Smith & Associates shall not be responsible for and disclaims all liability for any loss, expense or damage of whatever nature incurred or sustained by you or any third party, due to -

- i. any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any services which are necessary to ensure the availability and proper functioning of the website; and
- ii. your use of or reliance on any information offered on or via the website.

Privacy Policy

Dee Smith & Associates is sensitive to the private nature of information you provide to us over the Internet. When you use the website you may be providing Dee Smith & Associates with your personally identifiable information. The personally identifiable information you provide consists of limited personal data such as name, company details, address and e-mail address. We do not knowingly collect personal information from children under the age of eighteen. In addition, our web servers may automatically collect web site usage information from you when you visit our website. Website usage information informs us about how our visitors and subscribers use and navigate our website, including the number and frequency of users to each webpage, their IP address and the length of their stays.

We may combine the personally identifiable information you provide Dee Smith & Associates with other information about you that is available to us, including website usage information and information from other sources. We may use this information to inter alia enable us to improve your experience on the website, to improve and develop new products, features and services, to provide marketing with aggregate information about our user base and usage patterns, to allow us to personalise the advertising users see based on their personal characteristics or preferences and for other purposes. We may share such information with third parties to help us improve our content and for the purposes as aforesaid.

In addition, we may disclose any information about you to other third parties, as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or any other activity that is illegal or may expose Dee Smith & Associates to legal liability, or in connection with merger or consolidation activities of Dee Smith & Associates and/or any of the companies within Dee Smith & Associates, or the sale of any assets of Dee Smith & Associates. We reserve the right to contact you at any time regarding any problems or questions as well as to notify you of changes to our Privacy Policy, or to other policies or terms that affect you and your use of the website, and to share your information in order to enforce our policies and terms governing the website.

The personally identifiable information we collect about you is stored in limited access servers. We maintain safeguards to protect the security, integrity, and privacy of these servers and of your personally identifiable information.

You may review and update the personally identifiable information you provide to us as part of the registration process by accessing your registration information.

If you have any questions, comments or concerns about our Privacy Policy, you may contact us at info@deesmith.co.za

Address for service

The address for service for all purposes relating to these terms including the giving of any notice, the payment of any sum, the serving of any process, is -

Physical address:

Dee Smith & Associates
Sherwood House

Greenacres Office Park

Cnr Tana & Rustenburg Road

Victory Park

Johannesburg

Telecommunications:

Telephone: +27 (11) 010 0009

Fax: +27 (11) 575 6000

E-mail: info@deesmith.co.za

Dee Smith & Associates shall be entitled from time to time, by giving notice to you to vary its physical address for service to any other physical address within the Republic of South Africa, and to vary its facsimile address for service to any other facsimile number.

General

These terms constitute the sole record of the agreement between you and Dee Smith & Associates in relation to the subject matter hereof. Neither you nor Dee Smith & Associates shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Dee Smith & Associates in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms shall be binding upon either you or Dee Smith & Associates unless agreed to by Dee Smith & Associates. No indulgence or extension of time which either you or Dee Smith & Associates may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

Dee Smith & Associates shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms of use to any third party.

All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms 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 treated as pro non scripto and the remaining provisions of these terms shall remain in full force and effect.

Should Dee Smith & Associates be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Dee Smith & Associates is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than thirty days after it has first occurred then Dee Smith & Associates shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any telecommunications line and/or unavailability of any telecommunications facilities, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

These terms 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 High Court of South Africa in respect of any disputes arising in connection with these terms or any matter related to or in connection therewith.

These terms were last updated on 1 October 2015

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