

DISCLAIMER

1. These terms and conditions ("**Terms**") apply to the AfriSam website (the "**Website**"). The Website is owned and operated by AfriSam (South Africa) Proprietary Limited ("**AfriSam**").
2. These Terms are binding on everyone who chooses to access the Website without qualification or exception. By using this Website, the person accessing the Website (the "**User**") agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the Website.
3. Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the Website is not intended to nor shall it be interpreted to amount to advice on which a User should rely, they are posted merely to guide the User on the subject of discussion. The User makes use of any such information at his own risk and in his own discretion. The User indemnifies AfriSam from and against any and all liability and responsibility arising from the User relying on such information whether posted on the Website or by any other person visiting the Website.
4. The Website and all information, content, materials and services included or otherwise made available to the User in it or provided on an "as is" and on an "as available" basis.
5. AfriSam does not warrant, whether express or implied, in regard to the Website, its contents, accuracy or availability. Without taking away from anything that has been previously said, AfriSam does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, trojan horses or any other code that have malicious, contaminating or destructive properties.
6. The User takes all responsibility and risk for making use of the Website. Despite anything to the contrary contained in these Terms, AfriSam will have no liability for any loss, damage, cost, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with these Terms or the Website, whether caused by latent or patent defects in the Website, the use of the Website and/or information contained on the Website or otherwise.
7. The User hereby indemnifies AfriSam and does not hold it liable against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by the User or any third party in relation to any act or omission by the User or, where applicable, the User's shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms.
8. AfriSam will not be liable for any delay, failure, violation or non-compliance with its obligations under these Terms if such delay, failure, violation or non-compliance is beyond the reasonable control of AfriSam.
9. These Terms do not intend to, nor shall they be interpreted to, limit the liability of AfriSam in any way which would be against the law for AfriSam to exclude or attempt to exclude or where such exclusion is banned by the Consumer Protection Act, 2008 or the Electronic Communications and Transactions Act, 2002, or any other law in force now and again in the Republic of South Africa.