

AFFIES 100 FONDS TRUST
(MASTER'S REFERENCE NUMBER: IT000282/2017(T))



WEBSITE TERMS AND CONDITIONS



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1. **WEBSITE TERMS AND CONDITIONS OF USE RELATING TO HTTPS://WWW.AFFIES.COM**

1.1. These Terms and Conditions (“**the Terms and Conditions**”) govern your (“**the User’s**”) use of the Affies 100 Fonds Trust (Master’s Reference Number: IT000282/2017(T)) (“**Provider’s**”) website located at the uniform resource locator (“**URL**”) <https://www.affies.com> (“**the Website**”).

1.2. By accessing and using the Website, the User agrees to be bound by the Terms and Conditions.

1.3. The content of this Website is proprietary to the Provider and / or otherwise utilized in terms of a written license agreement entered into between the Provider and the proprietor of such content.

1.4. As such, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the Website for marketing and /or any other purposes without the prior consent of the Provider.

2. **CONTRACTUAL CAPACITY TO ACT**

2.1. The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions.

2.2. Where the User acts on behalf of a juristic person, the User agrees to bind himself / herself as surety and co-principal debtor with such juristic person for the due performance of the juristic person’s obligations in terms of these Terms and Conditions.

2.3. Notwithstanding the foregoing, the User (where he/she acts on behalf of a juristic person) warrants that he / she has the necessary authority and capacity to enter into enter into and bind the juristic person to these Terms and Conditions.



3. ELECTRONIC COMMUNICATIONS

- 3.1. By using this Website or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and that such transmission constitutes proper notice to the User.

4. PERSONAL INFORMATION

- 4.1. The User consents to the processing of the personal information submitted by the User in any form or otherwise filled in by the User on this Website: (**“the Personal Information”**) together with the following:

- 4.1.1. The User’s name, address, phone number, payment details and email address;
- 4.1.2. IP address;
- 4.1.3. Information specifically and voluntarily entered by the User pursuant to using the Website
- 4.1.4. Information required to identify a mobile or other electronic device used by the User, including the device ID and location; and
- 4.1.5. Information related to the User’s interactions and/or schooling at Afrikaans Hoër Seunskool (**“Affies”**).

- 4.2. The Personal Information will be processed by the Provider, pursuant to and for the following purposes:

- 4.2.1. verifying the identity of the User;
- 4.2.2. entering into and concluding an agreement with the User (where applicable);
- 4.2.3. sharing such information with third parties who require same in respect of services to be procured by or potentially procured by the User and/or processing payments on behalf of the User;



- 4.2.4. sharing such information with Affies for record keeping and statistical purposes and so as to enable Affies to enter into communications with the User in relation to Affies' activities which may (as reasonably determined by Affies) be of interest to the User;
 - 4.2.5. transmitting and receiving necessary correspondence to the User in relation to the services offered on the Website;
 - 4.2.6. processing payments, refunds and the like in respect of any subscriptions, donations or other monetary transfers made by the User or services rendered to him / her by the Provider or the Provider's partners, contractors or third-party service providers;
 - 4.2.7. transmitting marketing material to the User in respect of products or services sold by the Provider or the Provider's partners, contractors or third-party service providers;
 - 4.2.8. performing website analytics, such as impression reporting, demographic reporting and interest reporting to improve the Provider's services;
 - 4.2.9. maintaining and improve the Website and tailoring the User's user experience;
 - 4.2.10. employing security safeguards in relation to the User's use of the website; and
 - 4.2.11. exercising any legal right or obligation accruing to the Provider or the Provider's partners, contractors or third-party service providers.
- 4.3. Failure by the User to submit the requisite personal information will render the Provider unable to engage in meaning interaction with the User and/or process payments, refunds and the like in respect of any subscriptions, donations or other monetary transfers made by the User

5. **COOKIES**

5.1. **WHAT ARE COOKIES?**



5.1.1. Cookies are text files sent by the Website or the Provider to the Users' device, which are then resent to the Website when the User visits the Website again. Each cookie is unique. Some cookie functions may be delegated to other technologies. In this document, the term "Cookie" includes a reference to both the cookies themselves and to other similar technologies.

5.1.2. Cookies make it possible to store information regarding the User's preferences such as pages visited by the User and the activities conducted during the visit to the Website.

5.2. ACCEPTING OR REJECTING COOKIES

5.2.1. By accessing and using the Website, the User accepts that Cookies may be sent and collected by the Provider or at the Provider's instance.

5.2.2. Where the User refuses to accept these Terms and Conditions and abandon the Website, any cookies stored in the User's browser or device will remain thereon but will no longer be read or used by the Provider until the User accepts these Terms and Conditions.

6. SECURITY SAFEGUARDS

6.1. The Provider shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of personal information in its possession in order to guard against:

6.1.1. loss of, damage to or unauthorised destruction of personal information; and

6.1.2. unlawful access to or processing of personal information.

6.2. The Provider shall not however be held responsible and the User agrees to indemnify and hold harmless the Provider for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the Website), which may arise as a result (without limitation) of the lack of

adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

7. UPDATING OF THESE TERMS AND CONDITIONS

- 7.1. Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website.
- 7.2. It is the User's obligation to periodically check these Terms and Conditions on the Website for changes or updates.
- 7.3. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

8. LIMITATION OF LIABILITY

- 8.1. The Website and all content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and on the basis of information made available to the Provider by various third parties. As such the information may contain inaccuracies or typographical errors. The Provider makes no warranty or representation as to the availability, accuracy or completeness of the content.
- 8.2. Neither the Provider, its trustees, prescribed offers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, in relation to the services offered on the Website or agreements entered into with third parties or the accommodation taken up by the User in consequence of this Website.

9. CASUAL SURFING



- 9.1. The User may visit the Website without providing any personal information. The Website servers may in such instances collect the IP address of the User's computer or other electronic device, but not the e-mail address or any other distinguishing information.
- 9.2. This information is aggregated to measure the number of visits, average time spent on the Website, pages viewed, etc.
- 9.3. The Provider uses this information to determine use of the Website, and to improve content thereon.
- 9.4. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

10. GOVERNING LAW

- 10.1. This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the content or purchase of any products or access to services on the Website is illegal is prohibited. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws.
- 10.2.** These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the any High Court with jurisdiction for purposes of resolving any dispute any connection with the use of this Website. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- 10.3.** These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.



11. COMPLIANCE WITH SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002

11.1. In compliance with section 43 of Electronic Communications and Transactions Act, Provider draws your attention to the following information relating to it:

11.1.1. Full name and legal status :

Affies 100 Fonds Trust

(Master's Reference Number: IT000282/2017(T))

A trust duly incorporated in accordance with the trust laws of the Republic of South Africa

11.1.2. Physical address and telephone number:

**Lynwood Road, Elandspoort 357 Jr, Pretoria 0002, Republic of South Africa
0120300503**

11.1.3. Website address and e-mail address

<https://www.affies.com> / leanie@affie100.co.za

11.1.4 The registration number, the names of the Provider's office bearers and its place of registration:

(Master's Reference Number: IT000282/2017(T))

Bernard du Plessis

Eberhard Bertelsman

Erhard Furstenburg

Omri van Zyl



Pretoria, Republic of South Africa

11.1.5 The physical address where the Provider will receive legal service of documents –

1 Lynwood Road, Elandspoot 357 Jr, Pretoria 0002, Republic of South Africa

i) A sufficient description of the main characteristics of the services offered by the Provider –

The Website provides a digital platform to past / current and prospective learners together with other interested persons for purposes of interacting with Affies, keeping apprised of events and activities relating to Affies and its past learners as well as special projects and/or campaigns undertaken by the Provider from time to time.

11.1.6 the full price of the services, including costs, taxes and any other fees or costs –

Pricing on products or services are as stated on the Website and are subject to change at any time. All prices exclude VAT.

11.1.7 The manner of payment:

The Website makes provision for payment by way electronic funds transfer, secure third- party payment portal/s and debit order.

11.1.8 Any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically by consumers:

Not applicable

11.1.9 The time within which the goods will be dispatched or delivered or within which the services will be rendered:



Not applicable

11.1.10 The manner and period within which the User can access and maintain a full record of the transaction:

Users will be required to contact the Provider directly to access any transaction documentation. Transaction histories are available for a period of two years.

11.1.11 The return, exchange and refund policy of the Provider –

No applicable

11.1.12 The security procedures and privacy policy of that supplier in respect of payment, payment information and personal information –

The Provider's privacy policy can be accessed on the Website.