



Terms and Conditions

1. Introduction

- 1.1. This web site, www.athruassure.com, (the “Site”) is owned and operated by Athrú Solutions Proprietary Limited, a company registered in South Africa with company registration number 2022/619598/07 (hereinafter referred to as “Athrú”)
- 1.2. The following terms and conditions, which include reference to Athrú’s Privacy Statement applicable to the user’s usage of the interaction with the Site, (hereinafter the “T’s & C’s”) govern the relationship between the user and Athrú in the use of the Site. Athrú’s Privacy Statement can be found by clicking on the link at the bottom of this Site.
- 1.3. By using the Site, you are agreeing to comply with and be legally bound by these T’s & C’s and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Statement.

2. Content

The Site aims to provide general information regarding the various products and services that Athrú provides. It is not intended to provide exhaustive treatment of any subject dealt with and Athrú expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out on this Site without notice. The information on this Site is not intended to constitute professional advice or services. Before taking any action that might affect your business, you should seek specific, professional advice around products and services.

3. Ownership and Copyright

- 3.1. You may utilise the material contained in the Site for your own, non-commercial use.
- 3.2. You must not, other than as provided for in these T’s & C’s:
 - a. Reproduce, redistribute, alter or transmit any material or information contained in the Site;

- b. Use the material for commercial purposes without first obtaining the express written authority of Athrú;
- c. Remove any copyright, trademark or other intellectual property right notice contained in the material;
- d. Use the material from the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of Athrú.

The points specified above do not include the design or layout of this Site. Elements of this Site are protected by law and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from this Site may be copied or transmitted unless expressly permitted by Athrú.

Under clause 3.3 below you indemnify Athrú against certain claims, and this places various risks, liabilities, obligations and legal responsibilities on you.

- 3.3. To the extent permitted by law, you hereby indemnify Athrú against any and all claims arising from the use by third parties or any material from the Site that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that material in contravention of these T's & C's.

4. Operation of the Site

- 4.1. Athrú reserves the right to suspend or terminate the operation of the Site at any time for the purposes of support and maintenance or to update the information contained on the Site or for any other reason, at the sole discretion of Athrú.
- 4.2. Athrú is not obliged to give any notice of such termination or suspension.

5. Disclaimer

- 5.1. Athrú endeavours to ensure the accuracy and reliability of the Site and the content, materials and products included and available on the Site, but due to the possibility of human and mechanical error and other factors, to the extent allowed by law, Athrú does not, whether expressly, tacitly or implicitly, represent, warrant or in any other way guarantee the availability, truth, accuracy, completeness or reliability of such information or that it is always up to date or that your access to the Site will be uninterrupted or error-free.

Clause 5.2 below will limit and exclude obligations, liabilities and legal responsibilities of Athrú, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 5.2. To the extent permitted by law, you must be satisfied that you may lawfully access this Site, read the pages and/or act upon the material contained in the pages, and Athrú accepts no responsibility for your unauthorised access or actions in respect of these matters.

6. Linking to 3rd Party Site

Linked sites are not subject to the control of Athrú and Athrú is not responsible for the contents of any linked Site or any link contained in a linked site. Athrú provides links to you only as a convenience and the inclusion of any link does not imply endorsement by Athrú of such a Site. Clauses 6.1 to 6.4 below will limit and exclude obligations, liabilities and legal responsibilities of Athrú, and also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 6.1. The Site may contain links to third party web sites. These linked web sites are not under the control of Athrú and, to the extent permitted by law, Athrú accepts no responsibility for or liability arising from access to, or the information provided on, any web site which is linked from the Site, or any hyperlink contained in a linked web site. To the extent permitted by law, you link to any such web site entirely at your own risk and liability and Athrú recommends that you read the privacy policy and any other legal information contained on any third party web site to which you link.
- 6.2. If you wish to establish a link to the Athrú Site, the link must include the Athrú web address www.athruassure.com. The name to be used in the link is "athruassure". You may not use Athrú's logo without permission, which permission must be obtained in advance in writing from info@athruassure.com and marked for the attention of the Director.
- 6.3. Neither this Site nor any of its pages may be included in any other Site. Instead, a link to the Site is required at all times. You may not frame the Site without the prior written consent of Athrú.
- 6.4. Athrú reserves the right to withdraw any permission granted, whether tacitly, verbally or in writing, to link to the Site, at any time if it is deemed by Athrú, in its sole discretion, to be in the best interest of Athrú.

7. Intellectual Property

- 7.1. The works of authorship contained in the Site, including but not limited to all designs, trademarks, logos, data, text and images, whether registered or unregistered, are the intellectual property of Athrú, its affiliates or third parties who have supplied information to Athrú and are protected by South African and international intellectual property laws and conventions.
- 7.2. Athrú reserves the right to take legal action in respect of any reproduction, copying, distribution, framing, uploading to a third party, publication, adaption, broadcast, public performance or other use or communication to the public of the information contained on the Site without the prior written consent of Athrú.
- 7.3. You are not permitted to use any of the trademarks displayed on the Site without the prior written consent of Athrú or the third party that owns the trademark.

8. Comments and feedback

- 8.1. If you have any questions or comments on or in connection with the Site (“Submissions”) and would like to contact Athrú, please send your questions or comments to info@athruassure.com. Athrú values your Submissions, but Athrú shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.
- 8.2. By disclosing, submitting or offering your Submissions on the Site, you agree to and hereby grant, and you represent and warrant that you have the right to grant, Athrú a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sub-license, to use, copy, publicly perform, digitally perform, publicly display and distribute such Submissions, and to sell, modify, create derivative works from and/or to incorporate such Submissions into other works in any form, medium or technology, whether or not known or hereafter developed, in each case, without compensation to you.
- 8.3. When disclosing, submitting, offering or posting Submissions to the Site, you agree to do so in a responsible and ethical manner, having regard to the following guidelines (“Submission Guidelines”):
- a. You are solely responsible for any Submission and other material that you submit to, publish or display on, the Site and the views expressed therein are your individual views and do not reflect the views of Athrú;
 - b. You may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by Athrú;
 - c. You may not post any Submission that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or that is subject to any restrictions, or impose any obligations, on the use or further distribution thereof;
 - d. You further agree that you will not post Submissions that are abusive, harassing, stalking, threatening or attacking others; defamatory, offensive, obscene, vulgar or depicting violence; hateful language targeting race/ethnicity, religion, gender, nationality or political beliefs; fraudulent, deceptive, misleading or unlawful; trolling (posting of inflammatory or off-topic message with the primary intent of provoking an emotional response) or otherwise deliberately disrupting normal on-topic; spamming in nature; upload files that contain viruses or programs that could damage the operation of other people’s computers; search technology, such as “web-crawlers” or “web-spiders”, to search and gain information from this Site, if such

technology will result in slowing down this Site's server or is a copyright infringement of any data and information available from this Site; commercial solicitation or solicitation of donations; link baiting (embedding a link in your post to draw traffic to your own site).

8.4. Athrú may at any time, without prior notice and in its sole discretion, remove any Submission, block any access to the Site or take any other appropriate action against any person who violates the T's & C's in general, and the Submission Guidelines in particular.

8.5. Any person that delivers or attempts to deliver any malicious or damaging code to this Site or attempts to gain unauthorised access to any page on this Site may be prosecuted and damages may be claimed in the event that Athrú suffers any damage or loss.

9. Indemnification

Clause 9.1 below will limit and excludes obligations, liabilities and legal responsibilities of Athrú, and you also indemnify Athrú against certain claims and limit and exclude your rights and remedies and this places various risks, liabilities, obligations and legal responsibilities on you.

9.1. To the extent allowed by law, you hereby indemnify Athrú against any and all claims from the misuse of this Site.

10. Agreements in Terms of Section 21 of the Electronic Communications and Transaction Act

10.1. No information or data on this Site constitutes an offer to do business, but is merely an invitation to do business.

10.2. No agreements shall be concluded merely by sending a data message to this Site or its owners. Valid agreements will require an acceptance of an offer by Athrú.

10.3. No e-mail message shall be deemed to have been received by Athrú until a response has been issued from Athrú. An automated response from Athrú shall not satisfy this requirement.

11. Information in terms of Section 43(1) of the Electronic Communications and Transactions Act

11.1. In the event that the user is an individual and Athrú offers him goods or services for sale by way of electronic transactions from, by or through the Site, Athrú makes the following information available to the user, in terms of Section 43(1) of the Electronic Communications and Transactions Act, no. 25 of 2002 as amended ("the Act"):

- a. Full name: Athrú Solutions Proprietary Limited
- b. Legal status: Registered private company
- c. Physical address: 23 Walker Avenue, Discovery, Johannesburg, South Africa, 1709
- d. Web-site address: www.athruassure.com
- e. E-mail address: info@athruassure.com
- f. Registration number: 2022/619598/07
- g. Names of director: Maryke Sonelle Buys
- h. Place of registration: Republic of South Africa
- i. Physical address where Athrú will receive legal service of documents: 23 Walker Avenue, Discovery, Johannesburg, South Africa, 1709
- j. Description of the main characteristics of the goods or services offered by Athrú to enable the User to make an informed decision on the proposed electronic transaction: Athrú provides consultancy services over a wide range of industries and markets.
- k. Full price of the goods or services, including transport costs, taxes and any other fees or costs; Manner of payment; Terms of agreement, including how these terms may be accessed, stored and reproduced electronically by the user; Time within which the services will be rendered; Manner and period within which the User can access and maintain a full record of the transaction; Where appropriate, the minimum duration of the agreement in case of agreements for the supply of products or services to be performed on an ongoing basis or recurrently: As advised to the User by Athrú in the agreement, quote, tender, or otherwise.
- l. The security procedures and privacy policy of Athrú in respect of payment, payment information and personal information: The Athrú manual terms of the Promotion of Access to Information Act, 2 of 2000, is downloadable from the Site under the "PAIA Manual"/"Access to Information" section. Further, this information is as advised to the user by Athrú in the agreement, quote, tender, or otherwise.
- m. The rights of the User in terms of Section 44 of the Act where applicable: The section provides as follows: "Section 44. Cooling-off period: (1) A consumer is entitled to cancel without

reason and without penalty any transaction and any related credit agreement for the supply of goods within seven days after the date of the receipt of the goods; or of services within seven days after the date of the conclusion of the agreement. (2) The only charge that may be levied on the consumer is the direct cost of returning the goods. (3) If payment for the goods or service has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation. (4) This section must not be construed as prejudicing the rights of a consumer provided for in any other law.”

12. General

- 12.1. These T’s & C’s constitute the sole record of the agreement between you and Athrú in relation to the subject matter hereof. Neither you nor Athrú shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Athrú in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms of use shall be binding upon Athrú unless agreed to in writing by Athrú. No indulgence or extension of time which Athrú may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Athrú in terms hereof, save in the event or the extent that Athrú has signed a written document expressly waiving or limiting such rights.
- 12.2. To the extent permitted by law, Athrú may update these T’s & C’s from time to time and you are responsible for periodically reviewing the most current version of the Site. To the extent permitted by law, your continued use of the Site will be deemed your conclusive acceptance of the updated T’s & C’s. Athrú reserves the right to change or delete any information, features or contents of the pages of the Site at any time and without notice. Notwithstanding the provisions of this clause, to the extent that any such change or deletion relates to any information, features or contents for which you have paid or are required to pay any consideration, Athrú will use its reasonable endeavours to exercise this right on notice to you.
- 12.3. All provisions of these T’s & C’s are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these T’s & C’s which is or becomes unenforceable in any jurisdiction, whether due to non-availability, invalidity, illegality, unlawfulness or for any reason whatsoever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these T’s & C’s shall remain of full force and effect.

- 12.4. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Athrú shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this Site or the services or content provided from and through this Site. Furthermore, Athrú makes not representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Site are free from errors or omissions or that the service will be uninterrupted and error free.
- 12.5. This Site is supplied on an “as is” basis and has not been compiled or supplied to meet the user’s individual requirements. It is the sole responsibility of the user to satisfy him or herself, prior to entering into this agreement with Athrú, that the service available from and through this Site will meet the user’s individual requirements and be compatible with the user’s hardware and/or software.

13. Applicable Law/Jurisdiction

This Site is created, hosted, maintained and controlled in the United Kingdom. Athrú may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the material contained in the Site.

14. Privacy

Athrú respects your privacy and is dedicated to privacy protection values. While using this website, information about you may be collected by Athrú to generate unidentified statistics. Athrú will have the right to use this information, which will be its property. Athrú will not reveal any personal information to anyone except as provided for in this policy. Athrú will not reveal any personal information to anyone except as provided for in this policy. Athrú may, however, need to reveal personal information to Athrú employees who need such information to carry out their duties. In all other situations, except in the case of the sale of Athrú or its associated services or website, Athrú will not share your personal information without giving you prior notice thereof and an opportunity to give your consent. Athrú is not responsible for, and give no warranties or make any representations in respect of the privacy policies or practices of linked or any third-party websites.

Athrú reserves the right to alter the terms and conditions of this privacy policy at any time. You will be responsible for reviewing any such changes each time you enter the Site and your continued use of the Site after changes have been made, creates your acceptance of the altered policy.

15. Cookies

We might use cookies and other techniques such as web beacons when you visit our website. “Cookies” are small text files used by us to recognise repeat users, facilitate your on-going access to and use of our website. They also allow us to track your usage behaviour and compile aggregate data that will allow us to improve the functionality of our Site and content. “Web beacons” are small, clear picture files

used to follow your movements on our website. For example, storing your preferred settings for the next time you visit.

15.1. Cookies enable us to-

- a. Tailor our Site to your personal needs;
- b. Remember the notifications that you have been shown, so that you are not shown them again;
- c. Help us find information once you have logged in;
- d. Help us link your browsing information to you and your personal information, for example, when you choose to register for a service;
- e. Make improvements and updates to our Site on the way you want to use them; and
- f. We generally do not use cookies to identify you personally.

15.2. We use the following types of cookies-

- a. **Necessary cookies:** Necessary cookies enable you to use the Site and all its features, such as enabling access to secure areas of the Site. Without these cookies you may not be able to use all the features of the Site.
- b. **Performance cookies:** Performance cookies collect information about how you use the Site so we can improve them for you in the future. For example, they collect information on which pages you visit most often and any error messages you may get. The information collected by these cookies is anonymous. They do not collect any information that can identify you personally.
- c. **Functionality cookies:** Functionality cookies enable us to provide you with a more personalised experience. They help us to remember data, such as your username and language preference, to save you having to enter them again the next time you visit. The information these cookies collect is anonymous. They cannot track your browsing activity on other websites.
- d. **Targeting/advertising cookies:** Athrú and our service providers may use advertising cookies to deliver ads that we believe are relevant to you and your interests. For example, we may use targeting or advertising cookies to customise the advertising and content you receive on the Sites, to limit the number of times you see the same ad on the Site and to help measure the effectiveness of our advertising campaigns.

- e. **Social media cookies:** Athrú's Sites use third-party cookies from social media sites such as Facebook, Twitter and LinkedIn to enable in-depth campaign reporting and to track social network users when they visit Athrú's Sites, by using a tagging mechanism provided by those social networks. These cookies can also be used for event tracking and remarketing purposes. Any data collected with these tags will be used in accordance with our privacy policy and with the social network's privacy policies. Athrú's Site will not collect or store any personally identifiable information from the user.

15.3. You can manage your cookie settings as follows-

- a. To ensure you get the best possible experience when visiting Athrú's Site, we recommend that you accept cookies. However, you can opt-out of each cookie category (except strictly necessary cookies) by clicking on the "cookie settings" button or disable cookies in your web browser.
- b. Cookies may, however, be necessary to provide you with certain features available on our website. If you disable cookies you may not be able to use these features, and your access to Athrú's Site will be limited.