



**TRANS HEX GROUP LIMITED**  
(Registration number: 1963/007579/06)

## **WEBSITE TERMS AND CONDITIONS**

### **1. TERMS OF USE**

These Terms and Conditions ("the Terms") govern your ("the User") use of the Trans Hex Group Limited including all of its subsidiaries and/or affiliates ("Trans Hex") website located at the domain name [www.transhex.co.za](http://www.transhex.co.za) ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website.

Trans Hex reserves the rights to change, modify, add to or remove from portions or the whole of these Terms from time to time. Changes to these Terms will become effective upon such changes being posted to this Website. It is your responsibility to periodically check these Terms and should you continue to use the Website following the posting of changes or updates your use will be considered notice of your acceptance to abide by and be bound to these Terms including the changes/updates.

For the purposes of this Agreements terms like "our", "we" and/or "us" shall mean Trans Hex.

### **2. WEBSITE CONTENT**

The Website is intended to provide general information regarding Trans Hex and its company, products and services and is not intended to, nor does it constitute, investment or other professional advice. Before taking any action that might affect your personal affairs, you should consult your own professional advisors.

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologize for any inconvenience this may cause you.

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## **5. PRIVACY POLICY**

Trans Hex may from time to time receive various types of information ("the Information") from Users who access the Website. Trans Hex makes every effort to protect any Information received by it.

Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured.

Internet e-mail is vulnerable to interception and forging. Trans Hex will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to Trans Hex through the Internet, or that you expressly or implicitly authorise Trans Hex to make, or for any errors or any changes made to any transmitted information.

To ensure acquaintance with and awareness of the privacy measures and policies of Trans Hex, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

Trans Hex requires certain personal information to provide the services required to the User and the

User may elect to provide certain personal information to other Users of the Website. Trans Hex receives and stores all Information the User enters on the Website or gives to Trans Hex, in any other way.

Trans Hex may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Trans Hex uses this information to determine use of the Website, and to improve Content thereon. Trans Hex assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

## **6. COPYRIGHT AND INTELLECTUAL PROPERTY**

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## **7. GOVERNING LAW**

By using this Website, you hereby consent and submit to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from the Terms or the use of the Website.

This Website is hosted, controlled and operated from the Republic of South Africa and therefore at all times governed by South African Law.

## **8. ARBITRATION**

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this website and not resolved through the Legal Department of Trans Hex, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English. Each of the parties hereby irrevocably agrees that the decision of the Arbitrator in arbitration proceedings shall be final and binding on them and may be made an Order of Court to whose jurisdiction the parties to the dispute are subject.

## **9. GENERAL**

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from these Terms and shall not affect the enforceability and validity of the remaining items of these Terms.

These Terms constitute the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by Trans Hex shall not be construed as a waiver or variation of any of our rights or remedies.

## **10. PROCUREMENT TERMS AND CONDITIONS**

The terms and conditions in the separate document shall be applicable to any contract, agreement and/or purchase order in terms of which a supplier agrees to supply any goods to and/or perform any service for Trans Hex which may be amended from time to time.