

PRIVATE AND  
CONFIDENTIAL

---



K H U M O V E S T  
UNLOCKING TOMORROW'S WEALTH. TODAY

# Khumovest Advisory (Proprietary) Limited Website Terms and Conditions

January 2020

---

## Table of Contents

|  |   |
|--|---|
| 1. Introduction .....                    | 3 |
| 2. Disclaimer.....                       | 3 |
| 3. Restrictions on use of material ..... | 3 |
| 5. No offer .....                        | 4 |
| 6. Links to third party websites.....    | 5 |
| 7. Risk and no liability .....           | 5 |
| 8. Jurisdiction .....                    | 5 |

## **1. Introduction**

- 1.1. The terms and conditions of use set forth below apply to this website (collectively, the “site”) Please read these terms and conditions carefully before using the Site. By using this Site, you acknowledge that you have read, understood and agreed to the terms and conditions of use. If you do not agree to these terms and conditions of use, you may not access or use the Site. Khumovest Advisory (Proprietary) Limited and its affiliates (collectively referred to as “Khumovest”, “us”, “we” or “our”) reserves the right, at our discretion, to change, modify, add or remove portions of these terms at any time. Therefore, we suggest that you review these terms periodically for changes. By using our Site after we have posted changes to these terms and conditions of use, you are agreeing to be bound by these terms.

## **2. Disclaimer**

- 2.1. Nothing contained in the Site constitutes investment, legal or tax advice. Neither the information, nor any opinion contained in the Site constitutes a solicitation or offer by Khumovest or any fund or other entity managed directly or indirectly by Khumovest, to buy or sell any securities, futures, options or other financial instruments. Decisions based on information contained on the Site are the sole responsibility of the visitor.
- 2.2. The materials in the Site are provided “AS IS” and without warranties of any kind (either express or implied). To the fullest extent permissible pursuant to applicable law Khumovest disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3. Khumovest further assumes no responsibility for, and makes no warranties that, functions contained at this Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the server that makes it available will be free of viruses or other harmful components. Khumovest shall not be liable for any damages to, viruses that may infect, or services, repairs or corrections that must be performed on your computer on account of your accessing this Site.

## **3. Restrictions on use of material**

- 3.1. Unless otherwise expressly noted, all information and materials, including, without limitation, images, illustrations, designs, icons, photographs, video clips, and written and other materials, that are part of the Site are copyrights, trademarks, service marks, trade names, trade dress and/or other intellectual property owned, controlled or licensed by Khumovest.

- 3.2. No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way; provided, however, that you may download, where specifically permitted, one copy of the materials on any single computer for your personal, non-commercial use only, provided you keep intact and properly display all copyright and other proprietary notices. You may not distribute, modify, transmit, reuse, repost, or use the content of the Site, including, without limitation, any text, images, audio and video, for public or commercial purposes without Khumovest's written permission. Modification or use of the information or materials for any other purpose will violate the copyright and/or intellectual property rights of Khumovest. Khumovest will not treat users of this Site as its clients by virtue of their accessing this Site.

## **4. Content and information**

- 4.1. Content and Information ("information") on this website is intended to provide general information regarding Khumovest and its products and services and is not intended to provide exhaustive treatment of any subject dealt with.
- 4.2. The information on this website including, without limitation, all research, opinions or other content is therefore not intended, nor does it constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action, which might affect your personal finances or business, you should consult your own professional advisors.
- 4.3. This website could include technical, typographical or other inaccuracies and you are urged to contact Khumovest to confirm all information contained on these pages prior to placing reliance thereon. Changes are periodically made to the information herein and these changes will be incorporated in new editions of this website. Khumovest expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this website without notice.

## **5. No offer**

- 5.1. No information or content contained on these pages should be construed as an offer by Khumovest. All services offered by Khumovest are subject to signature of the requisite application forms and other documentation relating thereto and are governed by the standard terms and conditions of Khumovest in respect thereof. Khumovest shall not be bound in any manner until a formal written agreement has been entered into. Khumovest reserves the right to reject in its discretion any application submitted for services contained on this website.

## **6. Links to third party websites**

6.1. Khumovest may provide hypertext links to websites or webpages on the internet that are operated by third parties. Visitors are advised to use caution and discretion when searching or accessing such links. Under no circumstances does Khumovest take responsibility for the content and/or services or products offered on third party websites or webpages that may be linked to this website and Khumovest gives no warranty, guarantee and makes no representation in respect of such linked websites or webpages.

## **7. Risk and no liability**

7.1. Your use of this website and the information contained therein is entirely at your own risk and you assume full responsibility in respect of any loss or damage resulting from the use thereof. Neither Khumovest, its affiliated companies, holding company, subsidiaries or subsidiaries of its holding company, or their officers, agents, consultants or employees, shall be liable for any direct, consequential or indirect loss or damages suffered by a visitor or any other person relating to the use of this website or the information contained therein.

7.2. The visitor hereby indemnifies Khumovest and its suppliers from and against all losses, liability, cost or damages suffered or incurred by a visitor or any other person arising out of or regarding the use of this website or any other website that can be accessed from this website, however, such loss or liability may occur, and whether such loss or liability is foreseeable, financial, personal, consequential, incidental or otherwise.

## **8. Jurisdiction**

8.1. These terms and conditions 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 the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising regarding the services referred to herein, or these terms and conditions or any matter related to or in connection therewith.