

TERMS AND CONDITIONS

1. GENERAL

- 1.1. When accessing <https://www.muduadvisory.com> ("Website"), you enter into a legally binding contract with Mudu Advisory & Consulting ("Mudu") on the terms and conditions ("Terms") set out in this document. Mudu is a company incorporated in the Republic of South Africa, with company registration number 2024/470892/07 and hereinafter referred to as "we", "us" or "our" as required by the context.
- 1.2. These Terms apply to all visitors to the Website, including members of the public or legal entities accessing the Website for information purposes; members of the public or legal entities submitting advertisements, comments, files, images, videos, sounds, business listings and information, and any other material or data ("Content"); web search engines; and data and information aggregators ("users", "you" or "your").
- 1.3. We provide a collection of online resources which include Content, forums and certain email services, these resources are collectively referred to as "Services", on the Website and your access or use of the Website and the Services are subject to these Terms.
- 1.4. These Terms and the other policies published on the Website, including the privacy policy constitute the complete and exclusive understanding and agreement between you and us and govern your use of the Services and the Website. This understanding and agreement supersedes all prior understandings, proposals, agreements, negotiations discussions between us and are governed by the laws of the Republic of South Africa. You and we agree to submit to the personal and exclusive jurisdiction of the courts located in the Republic of South Africa. Our failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, because, for example, such provision is inconsistent with the laws of another jurisdiction, or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.

2. ACCEPTANCE

- 2.1. By accessing the Website or by using the Services, as amended and updated from time to time, you agree to be bound by these Terms. Should you object to any term or condition of these Terms, to any guideline or any subsequent changes thereto, or become dissatisfied with us, the Website or the Services, please refrain from using the Website or the Services and contact us using the contact details provided in paragraph 17 below.
- 2.2. These Terms may be updated by us at any time at our sole discretion.

3. CONSUMER PROTECTION ACT 68 OF 2008

If these Terms, or any contract governed by them, or Services provided or made available on the Website are regulated by or are subject to the Consumer Protection Act 68 of 2008, as amended from time to time, it is not intended that any provision of these Terms contravene any provision of that Act.

4. DATA PROTECTION

- 4.1. We collect personal information from you. We handle the collection, processing and storage of your personal information in accordance with our privacy policy.
- 4.2. By disclosing or submitting your personal information to us, you consent to our collecting, processing and storing it for purposes described in our privacy policy.

5. ACCESSING OUR WEBSITE AND USING OUR SERVICES

- 5.1. Our services include governance risk and compliance in the following areas of the law:
 - 5.1.1. Contract law;
 - 5.1.2. Information Technology law
 - 5.1.3. Medical law;
 - 5.1.4. Corporate commercial law;
 - 5.1.5. Engineering and Construction law;
 - 5.1.6. Data Privacy law
- 5.2. The Website and the Content available through the Website may contain links to third-party websites ("Third-Party Websites") completely unrelated to us or our Services. If you link to Third-party Websites, you may be subject to the terms and conditions and other policies of those Third-Party Websites. We do not endorse any Content displayed on any Third-Party Website.
- 5.3. We do not permit copyright-infringing activities or infringement of intellectual property rights on the Website. We may, at our sole discretion, remove any infringing Content if properly notified that such Content infringes another's intellectual property rights.

6. SUBMITTING CONTENT

- 6.1. If you submit any Content to us, you expressly agree not to post, email or otherwise make available Content:
 - 6.1.1. that violates any law;

- 6.1.2. that is copyrighted, patented, protected by trade secret or trade mark, or otherwise subject to Third-Party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or licence from their rightful owner to post the material and grant us all the license rights granted under these Terms by the owner;
- 6.1.3. that infringes any of the foregoing intellectual property rights of any party of that you do not have a right to make available under any law or under any contractual or fiduciary relationship;
- 6.1.4. that is harmful, abusive, unlawful, threatening, harassing, defamatory, pornographic, libellous, or invasive of another's privacy or other rights, or that harms or could harm minors in any way;
- 6.1.5. that harasses degrades, intimidates or is hateful towards an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- 6.1.6. that violates any employment laws including those prohibiting the stating, in any advertisement of employment of a preference or requirement based on the race, colour, religion, sex, national origin, age or disability of the applicant;
- 6.1.7. that includes personal or identifying information about another person, without that person's explicit consent;
- 6.1.8. that impersonates any person or identifying information about another person, without that person's explicit consent;
- 6.1.9. that impersonates any person or entity, including any of our employees, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- 6.1.10. that is false deceptive, misleading deceitful or constitutes a "bait and switch" offer;
- 6.1.11. that constitutes a "pyramid scheme", "affiliate marketing", a "link referral code", "junk mail", "spam", a "chain letter" or an unsolicited advertisement of commercial nature;
- 6.1.12. that constitutes or contains any form of advertising or solicitation including any form of advertising or solicitation that is:
 - 6.1.12.1. posted in areas or categories of the Website which are not designated for such purposes; or
 - 6.1.12.2. emailed to users who have requested not to be contacted about other services, products or commercial interests;
- 6.1.13. that includes links to commercial services or Third-Party Websites, except as specifically allowed by us;

- 6.1.14. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law;
 - 6.1.15. that contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 6.1.16. that disputes the normal flow of dialogue, with an excessive number of messages (flooding attack) to the Services or that otherwise negatively affects other users' ability to use the Services; or
 - 6.1.17. that employs misleading email addresses or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Services.
- 6.2. Additionally, you agree not to:
- 6.2.1. contact anyone who has asked not to be contacted, make unsolicited contact with anyone for any commercial purpose, or "stalk" or otherwise harass anyone;
 - 6.2.2. make any libellous or defamatory comments or postings to or against anyone;
 - 6.2.3. collect Personal Information, as defined in the privacy policy, or data about other users or entities for commercial or unlawful purposes;
 - 6.2.4. attempt to gain unauthorised access to computer systems owned or controlled by us, or engaged in any activity that disrupt, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Services of the Website;
 - 6.2.5. use any form of automated device or computer program ("flagging tool" or "automated flagging device") that enables the use of our "flagging system" or other community control systems without each flag's being manually entered by a human who initiates the flag, or use any such flagging tool to remove the posts of competitors or other third-parties or remove a post without a reasonable good-faith belief that the post being flagged violates these Terms or any applicable law or regulation; and
 - 6.2.6. use any automated device or software that enables the submission of automatic postings on the Website without human intervention or authorship (an "automated posting device").
- 6.3. We reserve the right to remove any Content without prior notice.
- 6.4. Furthermore, by posting Content to any public area of the Website, you agree to and do hereby grant us all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction or

exploitation of the Content on the Services or Website by any party for any purpose. You also hereby grant each user of the Website a non-exclusive licence to access your Content through the Website. The foregoing licence granted by you to each user terminates when you remove or delete such Content from the Website.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. You acknowledge and agree that the materials on the Website, including the text, software, scripts, graphics, images, sounds, music, videos, interactive features and the like (“Materials”), and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to us and are subject to copyright and other intellectual property rights.
- 7.2. We reserve all rights not expressly granted herein to the Website and the Materials. You agree not to use, copy or distribute any of the Materials, otherwise than as expressly permitted herein, or to use, copy or distribute the Materials of third parties obtained through the Website, for any commercial purpose. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Materials or that enforce limitations on the use of the Website or Materials.
- 7.3. The Services are protected to the maximum extent permitted by copyright laws, other laws and international conventions or treaties. Content displayed on or through the Services is protected by copyright as collective work or compilation pursuant to copyright laws, other laws and international conventions or treaties. Any production, modification, creation of derivative works from or redistribution, modification, creation of derivative works from or redistribution of the Websites, the Materials or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials or any portion thereof, to another server or location for further reproduction or redistribution is expressly prohibited.
- 7.4. You further agree not to reproduce, duplicate or copy Content or Materials from the Services, and agree to abide by all copyright notices and other notices displayed on the Services. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services.

8. INDEMNITY

- 8.1. You agree to defend, indemnify us and hold us and our officers, successors, assigns, directors, agents, service providers, suppliers and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including attorneys' fees) arising from:
 - 8.1.1. your use of and access to the Website or the Services;
 - 8.1.2. your violation of any term of these Terms;
 - 8.1.3. your violation of any third-party right, including, without limitation, any copyright, trade mark, trade secret, or other property or privacy right; or
 - 8.1.4. any claim that your Content caused damaged to a third-party.

This defence and indemnification obligation will survive the termination, modification or expiration of these Terms and your use of the Services and the Website.

9. LIMITATION AND TERMINATION OF SERVICES

You acknowledge and agree that we, in our sole and absolute discretion, have the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Services (or any part thereof), immediately and without notice, and to remove and discard any Content within the Services, for any reason including our belief that you have violated these Terms. You agree that we will not be liable to you or any third party for termination of the access to the Website or the Services. You also agree not to attempt to use the Services after such termination.

10. DISCLAIMER OF WARRANTIES

- 10.1. You expressly acknowledge and agree that use of the Website and the Services is entirely at your own risks and that the Website and the Services are provided on an "as is" or "as available" basis, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law we, our officer, directors, employees and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof. We make no warranties or representations about the accuracy or completeness of the Website's Content or the content of any Third-Party Website linked to the Website and assume no liability or responsibility for any:
 - 10.1.1. errors, mistakes or inaccuracies in the Content;

- 10.1.2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website and Services;
 - 10.1.3. unauthorised access to or use of our servers or personal or financial information stored herein;
 - 10.1.4. interruption or cessation of transmission to or from the Website;
 - 10.1.5. bugs, viruses, Trojan horses or the like which may be transmitted to or through the Website by any third party; or
 - 10.1.6. errors or omissions in any Content or loss or damage of any kind incurred as a result of the use of any Content Posted, emailed, communicated, transmitted or otherwise made available via the Website or the Services.
- 10.2. We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website featured in any banner or other advertising, and we will not be a party to or in any way responsible for the monitoring of any transaction between you or other users or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise appropriate caution.

11. LIMITATION OF LIABILITY

In no event will we, our officers, directors, employees or agents be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if we have been advised of the possibility of such damages) resulting from any aspect of your use of the Website or the Services, from the inability to use the Website or the Services, or from the interruption, suspension, modification, alteration, or termination of the Website or the Services. The limitation will apply to the fullest extent permitted by law.

12. ASSIGNMENT

These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by us without restriction. Any assignment or transfer by you will be null and void.

13. ABILITY TO ACCEPT TERMS OF SERVICES

This Website is intended for adults only. You affirm that you are older than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations,

affirmations, representations and warranties set forth in these Terms and to abide by and comply with the Terms.

14. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision of the Terms will not in any way be affected or impaired.

15. SUCCESSORS AND ASSIGNS

These Terms will inure to the benefit of and be binding upon each party's successors and assigns.

16. REQUIRED INFORMATION IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002

More information about us is provided below:

- 16.1. Full name: Boitumelo Kgosana
- 16.2. Main business address of receipt for legal services: 62309 Zone 17, Sebokeng, 1983
- 16.3. Officer-Bearer: Chief Executive Officer
- 16.4. Official website: <https://www.muduadvisory.com>
- 16.5. Email Address: info@muduadvisory.com