TERMS AND CONDITIONS EFFECTIVE 1 JULY 2023

(PLEASE READ OUR WEBSITE(S) TERMS AND CONDITIONS OF USE BEFORE CONTINUING TO BROWSE OR ORDER / USE SERVICES ON OUR WEBSITE(S).

THE USE OF OUR WEBSITE(S) IS GOVERNED BY THE TERMS AND CONDITIONS STIPULATED BELOW. BY USING ANY OF OUR WEBSITE(S) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING ANY PRIVACY STATEMENTS (WHICH ARE DEEMED TO BE INCORPORATED IN THE TERMS AND CONDITIONS) THAT APPEAR ON THIS AND/OUR WEBSITE(S) INCLUDING ANY AMENDMENTS THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING OUR WEBSITE(S).

This Agreement ("Terms") sets out the terms and conditions that govern your use of Institute of Trustees (Pty) Ltd products and services (such as website services), as well as any other services and/or goods offered by Institute of Trustees (Pty) Ltd Reg. No. **2023 / 121558 / 07**. We hope that you find this information helpful.

By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites:

1. and such other URLs that we may indicate from time to time ("Website(s)"), which are incorporated by reference into these Terms: Privacy Policy, POPI Website Policy, Website Terms of Use, and any other policy as is made available on our Website(s) from time to time ("Policies").
2. If your service and/or product is being paid for by a third party (such as a subsidiary/related company), then you will be bound by all provisions in these Terms (including payment provisions), however, we may enter into a separate agreement with the aforesaid to govern payment for the services and/or goods on your behalf, as well as to govern the receipt of certain information in relation to your completion of the services and/or goods.

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1. **Introduction**
   1.1 Our website(s) can be accessed at www.instituteoftrustees.com
   1.2 (the "**Website**") and is owned and operated by **Institute of Trustees** Reg. **2023 / 121558 / 07** ("Institute of Trustees"**;** "**we**", "**us**" and "**our**").
   1.3 These Website Terms and Conditions ("**Terms and Conditions**") govern the ordering, sale and delivery of services and/or goods and the use of our Websites(s).
   1.4 These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website(s) ("**you**", "**your**" or "**user**"), including without limitation each user who registers as contemplated below ("**registered user**"). **By using our Website(s) and by clicking on the "Register Now/Sign Up" button on our Websites, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions**.
   1.5 Institute of Trustees allows approved third-party service providers to list and sell their services on our Website(s) (each a "**Third Party Seller**"). Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from Institute of Trustees. This will be made clear in the relevant clause(s).
2. **Important Notice**
   2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**").
   2.2 Further, these Terms and Conditions sets out the Protection of Personal Information Act, 4 of 2013 compliance measures ("**POPI**").
   2.3 **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**
      1. **may limit the risk or liability of Institute of Trustees or a third party; and/or**
      2. **may create risk or liability for the user; and/or**
      3. **may compel the user to indemnify Institute of Trustees or a third party; and/or**
      4. **serves as an acknowledgement, by the user, of a fact.**

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2.4 **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**

2.5 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Institute of Trustees to explain it to you before you accept the Terms and Conditions or continue using our Website(s).

2.6 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Institute of Trustees in terms of the law.

2.7 Institute of Trustees permits the use of our Website(s) subject to the Terms and Conditions. **BY USING OUR WEBSITE(S) IN ANY WAY, YOU SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS UNCONDITIONALLY**. You must not use our Website(s) if you do not agree to the Terms and Conditions.

3 Refunds

3.1 This policy applies to the return of goods and/or services, bought from us, **Institute of Trustees by** you ("the consumer").

3.2 **Institute of Trustees does** not provide refunds unless in accordance with the applicable legal provisions and/or instead offers the consumer with credit on his/her account to be used on any future service requirements as provided for by **Institute of Trustees.**

3.3 All refunds are subject to internal Anti-money laundering protocols.

3.4 All refunds may be subject to incidental costs (e.g. bank charges etc), which will be withheld from the refund amount.

3.5 **Institute of Trustees reserves** the right to determine the value of such credit.

3.6 You must ensure that you present your original tax invoice or other proof of purchase when returning services and/or goods.

3.7 Where the services and/or goods in question are not defective or where you do not have a statutory right to return goods, **Institute of Trustees may**, in its sole and absolute discretion, elect to accept returns and replace the services and/or goods in question or refund the consumer. Where **Institute of Trustees does**

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so, this is done so in good faith. It is not an admission of liability, nor should it be taken as an acknowledgement that the **Institute of Trustees will** accept similar returns on the same basis in the future.

3.8 **Institute of Trustees is** only bound to accept the return of services and/or goods when it is required to do so in terms of the relevant law, including in terms of the Consumer Protection Act 68 of 2008. In any other case,

3.9 **Institute of Trustees:**

3.9.1 does so in its sole and absolute discretion in each instance; and

3.9.2 may, in its sole and absolute discretion, elect whether to replace the services and/or goods or refund the consumer.

3.10. Collection or acceptance of refunded/returned services and/or goods by **Institute of Trustees,** even where the consumer believes it has a statutory right to return goods, does not constitute acceptance of liability by the **Institute of Trustees** .

4 Returns for unsafe or defective goods.

4.1 If within 6 months of the delivery of goods to you, you find that the goods are faulty, not commercially acceptable or unsuitable for the purpose generally intended, you may contact us to arrange for the goods to be collected to ascertain if they are in fact unsafe and/or defective.

4.1.1 If:

4.1.1.1. the goods are unsafe and/or defective then, without paying a penalty fee and at the expense of **Institute of Trustees,** you may request, at your choice, that the goods be repaired or replaced or that you be given a refund;

4.1.1.2. the goods are not found to be unsafe and/or defective then you will be liable for the costs associated with collecting and inspecting the goods.

4.2 **Institute of Trustees reserves** the right to send the returned goods for technical assessment prior to repairing, replacing or refunding them.

4.3 If you choose to repair the goods in question during the 6-month period contemplated above, such repairs will carry a further warranty of 3 months from the date of repair.

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4.4 In the event of the goods being unsatisfactorily repaired or if any further failure or defect is discovered within 3 months from the date of repair, you will be entitled to request the **Institute of Trustees to** either replace the goods or refund you the money paid for the goods.

4.5 In relation to the quality or durability of goods, please note that they will not be considered defective if:

4.5.1 the consumer has been expressly informed that particular goods were offered in a specific condition; and

4.5.2 the consumer has expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition

4.6 Returns for goods and/or services purchased as a result of direct marketing

4.6.1 **Institute of Trustees** will accept returns of services and/or goods purchased as a result of direct marketing by **Institute of Trustees** , provided that you notify the **Institute of Trustees** of your intention to return the services and/or goods within 5 business days after the services and/or goods were delivered to you and you return the services and/or goods, at your risk and expense, to us within 10 business days from the date on which the goods were delivered to you.

4.7 **Institute of Trustees will** accept returns:

4.7.1 where you were not given a reasonable opportunity to examine or inspect goods and/or services prior to delivery and you reject the goods and/or services on the basis that they are not of the type or quality reasonably contemplated or do not conform with the agreed specifications in the case of custom-made or special-order goods;

4.7.2 where goods and/or services that you ordered have been mixed with goods and/or services that you did not order (and in this case you may return all of the goods or only those that differ from what you ordered);

4.7.3 where the goods and/or services ordered are not suitable for their intended specified purpose (provided that the specified purpose was communicated to us, and we agreed to supply the goods and/or services on that basis); and

4.7.4 provided that in all cases the goods are returned to us within 10 business days after delivery.

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4.8 In all instances relating to the return of goods and/or services, Institute of Trustees may impose a reasonable charge

4.8.1 the goods and/or services, are not in their original condition – i.e. damaged packaging, partially consumed and/or that are not in a saleable condition;

4.8.2 the goods and/or services, returned in boxes or packaging that have been re-marked, damaged or defaced in any way, including price stickers; or

4.8.3 documentation was received, or work started on a specific service;

4.8.4 the goods and/or services, have been depleted or consumed in excess of the amount reasonably necessary to determine that the goods were unacceptable.

4.9 Notwithstanding the provisions above, no returns will be accepted if:

4.9.1 the return is prohibited for public health reasons;

4.9.2 where the consumer had a change of heart;

4.9.3 the product and/or service was specifically create for the consumer;

4.9.4 any other public regulation prohibits the return of the goods for whatever reason;

4.9.5 the goods and/or services, have been altered contrary to **Institute of Trustees '** or the manufacturer's instructions after leaving our control

4.9.6 the goods and/or services, have been partially or entirely disassembled; or

4.9.7 he goods and/or services, have been permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods

Notwithstanding the above, kindly note that all refunds will be processed within 30 days from receiving the required documentation from the Client.

5 Conclusion of sales and availability of stock

5.1 Registered users may place orders for services and/or goods, which **Institute of Trustees or** the Third-Party Seller may accept or reject. Whether

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or not **Institute of Trustees or** the Third-Party Seller accepts an order depends on the availability of services and/or goods, correctness of the information relating to the services and/or goods (including without limitation the price) and receipt of payment or payment authorisation by **Institute of Trustees** for the services and/or goods.

5.2 **NOTE: Institute of Trustees or the Third-Party Seller will indicate the acceptance of your order by delivering the services and/or goods by electronic means to you or allowing you to collect them by electronic means, and only at that point will an agreement of sale between you and Institute of Trustees or the Third-Party Seller come into effect (the "Sale"). This is regardless of any communication from Institute of Trustees stating that your order or payment has been confirmed. Institute of Trustees will indicate the rejection of your order (by Institute of Trustees itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, crediting the amount to your profile or refunding you for any amount already paid, where applicable.**

5.3 Prior to delivery or your collection of the services and/or goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the services and/or Goods, you may return the services and/or Goods only in accordance with the Returns Policy.

5.4 **You acknowledge that stock of all services and/or goods on offer are limited and that pricing may change at any time without notice to you. In the case of services and/or goods for sale by Institute of Trustees, Institute of Trustees will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on our Website(s). However, we cannot guarantee the availability of stock. When services and/or goods are no longer available after you have placed an order, Institute of Trustees will notify you and you will be entitled to a credit or a refund of any amount already paid by you for such services and/or Goods.**

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5.5 **In the case of services and/or Goods for sale by a Third-Party Seller, Institute of Trustees relies on inventory information supplied by the relevant Third-Party Seller and Institute of Trustees accordingly bears no liability for any inaccuracies in the information supplied to it.** Consequently, should you order any services and/or Goods from a Third-Party Seller which are in fact sold-out, any resulting dispute should be resolved as set out in these Terms and Conditions.

5.6 Certain services and/or Goods may not be purchased for resale. Should we suspect that any such services and/or Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you. If you like to resell our services and/or products, feel free to contact us.

6 Errors

6.1 The information contained on our website(s) and the services provided by any employee, subcontractor, agent and/or representative of **Institute of Trustees is** presented "as is" and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. **Institute of Trustees reserves** the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.

6.2 **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website(s). However, should there be any errors of whatsoever nature on our Website(s) (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.**

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6.3 **Institute of Trustees shall** not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

7 Privacy policy

7.1 We respect your privacy and will take reasonable measures to protect it in accordance with POPI.

7.2 All calls made to a **Institute of Trustees designated** telephone number are recorded for security and quality reasons. The aforesaid remains subject to our Privacy and POPI policies.

7.3 Should you decide to register as a user on our Website(s), we may require you to provide us with personal information which includes but is not limited to -

7.3.1 Your full name and surname;

7.3.2 Company details;

7.3.3 your email address;

7.3.4 your physical address;

7.3.5 your mobile number; and

7.3.6 your Identification and/or Passport number, etc.

7.4 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

7.5 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

7.6 Subject to the below and your consent, the purpose of gathering/processing and storing your personal information is as follows:

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7.6.1. Complete the requisite registration forms in relation to the services on offer;
7.6.2. Complete searches on government databases to confirm and/or complete services on offer;
7.6.3. To maintain a database of all client provided information to allow for access during service delivery and to meet our legal obligations with regards to information retention.
7.6.4. in relation to the ordering, the sale and delivery of services and/or Goods;
7.6.5. to contact you regarding current or new service and/or Goods or any other service and/or Goods offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication);
7.6.6. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication); and
7.6.7. to improve our service and/or Goods selection and your experience on our Website(s) by, for example, monitoring your browsing habits or tracking your sales on our Website(s); or
7.6.8. disclose your personal information to any third party other than as set out below:
7.6.9. to our employees and/or third-party service providers who assist us to interact with you via our Website(s), email or any other method, for the ordering of service and/or Goods or when delivering service and/or Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
7.6.10. to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new service and/or goods, new features, special offers or promotional

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No. 3 3rd Avenue; Rivonia; Johannesburg 2128

items offered by them (if you have Opted In to receive such communication);

7.6.11. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

7.6.12. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, specialised services, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

7.6.13. to our suppliers in order for them to liaise directly with you regarding any defective service and/or Goods you have purchased which requires their involvement; and

7.6.14. to any Third-Party Seller for purposes of sending you an invoice for any service and/or Goods purchased from such Third-Party Seller.

7.7 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, *subpoena*, an order of the court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent online payment, **Institute of Trustees is** entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

7.8 We will ensure that all of our employees, third-party service providers, divisions, affiliates and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

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7.9 **Ratings and Reviews:** When you provide a rating, testimonial or review of a service and/or Goods, you consent to us using the rating, testimonial or review as we deem fit, including without limitation on our Website(s), in newsletters or other marketing material. The details that will appear next to that rating or review is your First Name and Last Name, your Service / Goods, and Date of rating / review / testimonial. If you do not agree to this, please inform us immediately or alternatively kindly do not put any ratings or reviews on our Website(s). Notwithstanding, we encourage all clients to submit their reviews and ratings regarding our services as without feedback we will not be able to meet the constant changing client needs. Kindly note, that we will not display any of your contact details, with a rating or review.

7.10 We will -

7.10.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

7.10.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

7.10.3 provide you with access to your personal information to view and/or update personal details;

7.10.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

7.10.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

7.10.6 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

7.11 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

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7.12 **Institute of Trustees undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.**

7.13 **Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.**

7.14 **If you disclose your personal information to a third party, such as an entity which operates a website or service linked to our Website(s) or anyone other than Institute of Trustees, Institute of Trustees SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.**

8 Changes to these Terms and Conditions

8.1 **Institute of Trustees may**, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, our Website(s).

8.2 Any such change will only apply to your use of our Website(s) AFTER the change is displayed on our Website(s). If you use our Website(s) after such amended Terms and Conditions have been displayed on our Website(s), you will be deemed to have read and accepted such changes.

9 Electronic communications

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9.1 When you visit our Website(s) or send emails to us, you will be requested to provided consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

9.2 Consent can be revoked at any time by providing us with written notice, further;

9.3 The “unsubscribe” feature on our communication can be utilised.

10 Ownership and copyright

10.1 The contents of the our Website(s) and/or , including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in our Website(s) and/or (“**Website Conten**t”) are protected by law, including but not limited to copyright and trademark law. our Website(s) Content is the property of **Institute of Trustees,** its advertisers and/or sponsors and/or is licensed to **Institute of Trustees .**

10.2 You will not acquire any right, title or interest in or to our Website(s) or our Website(s) Content.

10.3 Any use, distribution or reproduction of our Website(s) Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

10.4 Where any of our Website(s) Content has been licensed to **Institute of Trustees or** belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

11 Disclaimer

11.1 **The use of our Website(s) is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of our Website(s) or reliance on any information on** our Website(s)**.**

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11.2 Whilst **Institute of Trustees takes** reasonable measures to ensure that the content of our Website(s) is accurate and complete, **Institute of Trustees** makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of our Website(s) or as to the accuracy, completeness or reliability of any information on our Website(s). If any such representations or warranties are made by **Institute of Trustees** representatives, **Institute of Trustees** shall not be bound thereby.

11.3 **Institute of Trustees rejects liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of our Website(s) and/or any content therein unless otherwise provided by law.**

11.4 Any views or statements made or expressed on our Website(s) are not necessarily the views of **Institute of Trustees,** its directors, employees and/or agents.

11.5 The views, opinions, discussions, recommendations, comments, teachings, findings, advice, criticism and/or any actions taken relating to the purchase, transfer of any of the above related services and/or products are those of **Institute of Trustees only** and do not reflect nor do they represent that any official legislation, regulations, policies or positions are fully complied with.

11.6 Although **Institute of Trustees** , its employee, subcontractors, agent and/or representatives always strive to provide information on the background, procedures, advantages and the responsibilities of the various parties involved relating to this service, we do not warrant the accuracy, effectiveness, and regulatory compliance of any service and/or product provided by **Institute of Trustees** has provided, is in the process of providing or will provide in the future.

11.7 **In addition to the disclaimers contained elsewhere in these Terms and Conditions, Institute of Trustees also makes no warranty or representation, whether express or implied, that the information or files available on our Website(s) are free of viruses, spyware, malware,**

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trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Institute of Trustees , its employees, agents or authorised representatives. Institute of Trustees thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of our Website(s).

12 Linking to third party websites

12.1 Our Website(s) may contain links or references to other websites ("**Third Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and **Institute of Trustees is** not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.

12.2 **Notwithstanding the fact that our Website(s) may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained therein.**

13 Limitation of liability

13.1 **Institute of Trustees cannot be held liable for any inaccurate information published on** our Website(s) **any incorrect prices displayed on** our Website(s)**, save where such liability arises from the gross**

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negligence or wilful misconduct of Institute of Trustees, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.

13.2 Institute of Trustees SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, OUR WEBSITE(S) OR THE CONTENT CONTAINED IN OUR WEBSITE(S); OR YOUR INABILITY TO USE OUR WEBSITE(S), UNLAWFUL ACTIVITY ON OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.

13.3 **YOU HEREBY INDEMNIFY Institute of Trustees AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.**

13.4 **YOU HEREBY INDEMNIFY Institute of Trustees AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF CONSULTATIONS OFFERED BY INSTITUTE OF TRUSTEES BEING IT TELEPHONIC, FACE TO FACE OR PER ELECTRONIC COMMUNICATION.**

14 Availability and termination

14.1 We will use reasonable endeavours to maintain the availability of our Website(s), except during scheduled maintenance periods, and are entitled to discontinue providing our Website(s) or any part thereof with or without notice to you.

14.2 **Institute of Trustees may in its sole discretion terminate, suspend and modify** our Website(s)**, with or without notice to you. You agree that Institute of Trustees will not be liable to you in the event that it chooses to suspend, modify or terminate** our Website(s) **other than for processing any orders made by you prior to such time, to the extent possible.**

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No. 3 3rd Avenue; Rivonia; Johannesburg 2128

14.3 **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods and/or Services, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to** our Website(s) **without any prejudice to any claims for damages or otherwise that we may have against you.**

14.4 **Institute of Trustees is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing** our Website(s)**, to blacklist you on its database (including suspending or terminating your access to** our Website(s)**, refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Institute of Trustees , in whole or in part, on notice to you. Institute of Trustees shall only be liable to refund monies already paid by you (see Institute of Trustees Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.**

14.5 At any time, you can choose to stop using our Website(s), with notice to **Institute of Trustees.**

15 Governing law and jurisdiction

15.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of our Website(s) will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

15.2 IN THE EVENT OF ANY DISPUTE ARISING BETWEEN YOU AND Institute of Trustees, BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE HIGH COURT OF THE REPUBLIC OF SOUTH AFRICA (CAPE OF GOOD HOPE DIVISION) NOTWITHSTANDING THAT THE QUANTUM IN

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THE ACTION OR PROCEEDINGS MAY OTHERWISE FALL BELOW THE MONETARY JURISDICTION OF THAT COURT.

15.3 Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction.

16 Notices

16.1 **Institute of Trustees hereby** selects No 3; 3rd Avenue; Rivonia; Johannesburg as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). **Institute of Trustees may** change this address from time to time by updating these Terms and Conditions.

16.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving **Institute of Trustees not** less than 7 days' notice in writing.

16.3 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -

16.3.1 by hand will be deemed to have been received on the date of delivery;

16.3.2 by prepaid registered post, will be deemed to have been received when we sign acknowledge of such registered delivery notice.

16.3.3 by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

17 Information

17.1 For the purposes of the ECT Act, **Institute of Trustees'** information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on our Website(s):

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17.1.1 **Full name**: **Institute of Trustees** a private company registered in South Africa with registration number **2023 / 121558 / 07.**

17.1.2 **Main business**: Professional Services

17.1.3 **The physical address for receipt of legal service (also postal and street address)**: No 3; 3rd Avenue; Rivonia; Johannesburg

17.1.4 **Office bearers**: Israel Noko

17.1.5 **Phone number**: (011) 259 4018

17.1.6 **Email address**: Israel@instituteoftrustees.com

17.1.7 **PAIA**: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from our website.

18 General

18.1 **Institute of Trustees may**, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of our Website(s) or the user's right to use our Website(s) or any of its contents subject to us processing any orders then already made by you.

18.1.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

18.1.2 Any failure on the part of you or **Institute of Trustees to** enforce any right in terms hereof shall not constitute a waiver of that right.

18.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

18.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

18.1.5 No indulgence, extension of time, relaxation or latitude which any party may show grant or allow to the other shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights

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against the grantee which may have arisen in the past or which might arise in the future.

18.1.6 These Terms and Conditions contain the whole agreement between you and **Institute of Trustees** and no other warranty or undertaking is valid unless contained in this document between the parties.

18.1.7 In the event that you need to contact **Institute of Trustees for** purposes related to these Terms and Conditions, please use the following: Email: Israel@instituteoftrustees.com

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