

TERMS OF USE

Evimeria Consulting Proprietary Limited ("**we**") ("**us**") ("**our**") is a bespoke financial consulting company that offers finance based solutions, corporate finance advisory services and consulting services.

These Terms of Use should be read together with our [Privacy Policy](#)

1. **UNDERSTANDING AND ACCEPTANCE OF THESE TERMS**

- 1.1. These Terms of Use, including our Privacy Policy and all other policies that may be posted on the Evimeria Consulting website ("**Website**") set out the terms on which we offer you access to use our Website. All of our policies posted on our Website are incorporated into these Terms of Use. You agree to comply with all of our policies and in particular these Terms of Use when you access and use our Website.
- 1.2. It is your responsibility to familiarise yourself with these Terms of Use and check them regularly for any updates.
- 1.3. By accessing the application and using our services, you agree to all the terms set out in these Terms of Use. Should you not agree to these terms, or any of our updates or changes thereto as dealt with below, you should not access or use the Website.
- 1.4. You confirm that you are 18 years or older, or that you have been duly assisted to consent to these Terms of Use.
- 1.5. When we refer to "users", "you" or "your" we mean you, the person accessing or using the Website.
- 1.6. THESE TERMS OF USE CONTAIN PROVISIONS THAT APPEAR IN SIMILAR TEXT AND STYLE TO THIS CLAUSE AND WHICH MAY:
 - 1.6.1. LIMIT THE RISK OR LIABILITY OF EVIMERIA CONSULTING OR A THIRD PARTY; AND/OR
 - 1.6.2. MAY CREATE RISK OR LIABILITY FOR THE USER; AND/OR
 - 1.6.3. MAY COMPEL THE USER TO INDEMNIFY EVIMERIA CONSULTING OR A THIRD PARTY; AND/OR
 - 1.6.4. SERVES AS AN ACKNOWLEDGEMENT, BY THE USER, OF A FACT.
- 1.7. Your attention is drawn to these Terms of Use because they are important and should be carefully noted.

- 1.8. If there is any provision in these Terms of Use that you do not understand, it is your responsibility to ask us to explain it to you before you accept these Terms of Use or continue using the Website.

2. USING THE WEBSITE

- 2.1. The Website is made available free of charge.
- 2.2. As a condition of your use of the Website, you agree that you will not:
 - 2.2.1. distribute viruses or any other technologies that may harm the Website or the interests or property of Evimeria Consulting or other users;
 - 2.2.2. impose an unreasonable load on our infrastructure or interfere with the proper working of the Website;
 - 2.2.3. copy, modify, resell, or distribute any content on the Website without our consent;
 - 2.2.4. use any robot spider, scraper or other automated means to access the Website and collect content for any purpose without our express written permission;
 - 2.2.5. harvest or otherwise collect information about others, including email addresses, without their consent or otherwise violate the privacy of another person; or
 - 2.2.6. bypass measures used to prevent or restrict access to the Website.
- 2.3. We reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently, or to refuse a user's registration.
- 2.4. You understand and agree that the information, details and descriptions set out on this Website, including the details regarding the products and services may change from time to time. This Website may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our Services.

3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

- 3.1. Any and all copyright relating to the Website, including these Terms of Use, is held by Evimeria Consulting. All rights not expressly given are reserved. Much of what you see on the Website is produced by Evimeria Consulting. You may download, view and print content from this site only for private and non-commercial ends, if you do so, you agree not to remove any watermark or other mark on any image. If you do use any content from the Website as aforementioned, ensure that Evimeria Consulting is cited as the source with a very visible credit and direct link to the relevant page on the Website publication. To obtain permission

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- 3.2. All content, trademarks and data on this Website, including but not limited to software, databases, logos, text, graphics, icons, links, private information, designs and agreements, are the property of or under licence of Evimeria Consulting. As such they are protected by local and international legislation and agreements.

4. **EXCLUSION OF LIABILITY**

- 4.1. It is a term and condition of the use of this Website that you expressly agree that the use of the Website is entirely at your own risk. The Website and all content on the Website is provided on an "as is" basis, and Evimeria Consulting makes no representations or warranty of any kind, whether express or implied, to the accuracy of the contents on the Website. Evimeria Consulting does not warrant that the functions provided by the site will be uninterrupted or error-free, or that the site or the server is free from viruses or other harmful components, although every effort is made to prevent this.
- 4.2. EVIMERIA CONSULTING WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.
- 4.3. YOU HEREBY INDEMNIFY EVIMERIA CONSULTING AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.

5. **SECURITY**

In order to ensure the security and reliable operation of the Website for all users, Evimeria Consulting reserves the right at its discretion to take whatever action it finds necessary to preserve the security, integrity and reliability of its network and back-office applications. Any user who commits any of the offences detailed in Chapter 13 of the *Electronic Communications and Transactions Act, 2002* (specifically sections 85 to 88, inclusive) will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Evimeria Consulting and its affiliates, agents and/or partners.

6. **GENERAL**

- 6.1. These Terms of Use and the other policies posted on the Website constitute the entire agreement between Evimeria Consulting and you.
- 6.2. This agreement is governed by the laws of the Republic of South Africa. You agree that any claim or dispute you may have against Evimeria Consulting must be resolved by in the courts of the Republic of South Africa.
- 6.3. If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive.
- 6.4. We may update these Terms of Use at any time and in our sole discretion. Any such change will be effective from the date of being posted on the Website.