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1. Introduction

These are the general terms of the relationship between:

- **you** – the website visitor; and
- and **us** – umAfrika Gaming Technologies (Pty) Ltd (Registration number: 1996/018269/07) also known as umAfrika – the website owner.

They cover the website, with its home page accessible at www.umafrika.co.za and apply to the use of:

- the website itself; and
- its content, including the text, images and other substantive information on the website.

You agree to be legally bound by the terms by visiting and using the website. You may not use the website and must immediately stop doing so if you do not agree to the terms.

2. Definitions and interpretation

2.1. **Definitions.** In the agreement:

terms means the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules and notices agreed to between the parties, (including any that may be applicable to a specific section or module of the website);

we, us, or our means our organisation, the owner of the website and includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability; and

you or your means any visitor to or other person who accesses or uses the website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2. **Interpretation.** If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms, such as our terms of service, privacy policy, or security policy apply to specific sections of the website or have been specifically agreed between the parties.

3. Permitted use

3.1. **Intended use.** We make this website available with the sole intention of providing you with information about us, our subsidiaries and other members of our group of companies.

3.2. **Non-commercial purposes.** You may only use this website for non-commercial purposes.

3.3. **Licence.** We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not

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get our written permission before using this website in a way these terms do not allow.

3.4. Rights to access. You may view, copy, download to your device, print or distribute the content available through this website, provided that:

- you use the content for only informational and non-commercial purposes; and
- any reproduction of the content includes the relevant copyright notice.

3.5. Home page linking. Any third-party website may link solely to the home page of this website and not to any other page or part of this website.

3.6. Alternative use or linking on written permission. You may only use or link to this website for any purpose, or in any way, not expressly permitted in these terms with our express prior written permission.

3.7. Right to revoke access. We may revoke your rights to use this website or the content at any time and for any reason, without notice or informing you.

3.8. Breach. If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

4. Prohibited use

4.1. Prohibited conduct. You must not, directly or indirectly, or allow anybody else to:

- do anything that violates any of these terms;
- do anything which is illegal, fraudulent or violates or infringes any rights, title or interest (including, any intellectual property rights) in or to this website or its content;
- frame this website or any of its pages in a way that we have not expressly authorised;
- deep link (link to any page other than the home page of this website) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property unless we have given you written permission to do so
- remove, disable, bypass, or circumvent any protection mechanisms or access control mechanisms on the website;
- use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you permission to do so;
- introduce any materials that are designed to impede the operations of the website or its content;
- damage, disable, overburden, impair, or gain unauthorised access to the content or the website;
- remove, modify, disable, block, obscure or otherwise impair any advertising displayed on, or used in connection with, the website;
- use the website or the content to advertise or promote products or services that we have not expressly approved in writing in advance;
- interfere with anyone else's use and enjoyment of the website;

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- attempt to discover or reverse engineer the source code and other materials forming part of the technology used to provide the website or forming part of the content;
- receive or charge money, favours or other consideration for allowing any other person to use or access the website or the content.

4.2. Apply to cached elements. These terms and any restrictions on the use of the website will also apply to any part of the website and content that is cached when using the website.

4.3. Monitoring. We may monitor whether you are complying with these terms.

5. Forward-looking statements

5.1. Scope. This website contains “forward-looking statements”. These statements are based on the current expectations and views of future events and developments of our management and are naturally subject to uncertainty and changes in circumstances. When used in this website, words such as “anticipate”, “believe”, “estimate”, “expect”, “intend”, “plan”, “will”, “may”, “would”, “could” and “project” are intended to identify forward-looking statements. All statements, other than statements of historical facts, are or may be deemed to be forward-looking statements.

5.2. No undue reliance. Undue reliance should not be placed on the forward-looking statements as they are reflective of the views of our management as of a particular date, made with respect to future events and are subject to risks and uncertainties, some of which are outside our control. There are important factors, risks and uncertainties that could cause actual outcomes and results to be materially different from those projected on the website.

5.3. Read in conjunction with cautionary statements. The forward-looking statements should be read in conjunction with other cautionary statements that are included elsewhere, and any other documents we have made public. Any forward-looking statements are qualified in their entirety by these cautionary statements, and there can be no assurance that the actual results or developments anticipated by us will be realised or, even if substantially realised, that they will have the expected consequences to, or effects on, us or our business or operations. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

6. Capacity

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18 (or regarded as legally adult), and have the legal right and capacity to do.

7. Accurate information

You agree that you will only give accurate information to us and this website.

8. Intellectual property

8.1. Ownership. Except as provided to the contrary in the agreement, all rights, title, interest,

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and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.

8.2. *Your rights.* Your rights to use the website and its content are limited to those that we give to you in these terms.

8.3. *Restrictions.* Except as expressly permitted under the agreement, the website and its content may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

9. Feedback

9.1. *Basis.* We value your feedback about our website and its content. It helps us improve them. But please ensure that your feedback does not contain any unsolicited ideas. The purpose of this restriction is to avoid potential misunderstandings or disputes if our website and its content incorporate an idea similar to an unsolicited idea that you submitted to us in your feedback.

9.2. *Definitions.* In this clause:

- feedback means any comments or suggestions you send us or post on a website that we control related to our goods or services; and
- unsolicited ideas means any original intellectual property related to our goods or services or new goods or services that we have not asked you for in writing.

9.3. *No obligation to you.* We are not obliged to compensate or credit you for your feedback in any way unless we have a written agreement with you to do so.

9.4. *Your obligation to us.* When you submit your feedback to us, you:

- grant to us a perpetual, non-exclusive, royalty-free licence to use, reproduce and, modify your feedback for any purpose related to our goods or services;
- agree to deliver all documents and perform all actions necessary to ensure that our rights to use, reproduce, and modify your feedback are effective and enforceable; and
- give up any claim that our use, reproduction, or modification of your feedback violates any of your rights, including your intellectual property rights or your moral rights (the rights not to have your work distorted and to be credited for your work).

9.5. *Submission.* You can submit any feedback to us by email or through any of our other feedback channels.

9.6. *Ideas.* Please send us your contact details if you have an unsolicited idea. Please do not send us anything related to the actual unsolicited idea. We may contact you directly for more information about your unsolicited idea but are under no obligation to do so.

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10. Limits to our liability

- 10.1. Own risk.** We provide the website “as is”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.
- 10.2. Indemnity.** You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys’ fees) related to your use of this website.
- 10.3. Faults.** We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault on the website.
- 10.4. Direct damages are limited.** If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.
- 10.5. Indirect damages.** We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.
- 10.6. Other websites.** We are not responsible for anyone else’s website.

11. General

- 11.1. Entire agreement.** The terms are the entire agreement between the parties on the subject.
- 11.2. Changes to website.** We may change or stop publishing this website without notice and will not be responsible for any consequences.
- 11.3. Changes to terms.** We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.
- 11.4. Facts about the website.** If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.
- 11.5. Waiver.** We never waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.
- 11.6. Severability.** Any term that is invalid, illegal or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
- 11.7. Law and jurisdiction.** South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.

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11.8. Enquiries. Please contact us by using the contact form on our website if you have any questions about these terms of use or how we let you use this website or its content.