

# Terms and Conditions

All references to "the Company", "4sight", "we", "us" and "our" in these terms and conditions are deemed to refer to 4sight Holdings Limited, a limited liability private company incorporated in accordance with the laws of Mauritius, with the registration number C148335 C1/GBL , with our office's address at Ground Floor, Tower 1, NexTeracom Building, Cybercity, Ebène, Mauritius ("4sight").

All references to "you", "user" and "your" are deemed to refer to any user and/or visitor of [www.4sightholdings.com](http://www.4sightholdings.com), and other related URLs, and/or any ancillary services ("Website").

## 1. ACCEPTANCE OF TERMS

4sight permits the use of the Website subject to these Terms and Conditions ("**Terms and Conditions**") and our **Privacy Policy**. By using, accessing and/or downloading from the Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use the Website if you do not agree to the Terms and Conditions.

## 2. IMPORTANT NOTICE

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA"). These Terms and Conditions may contain provisions which:
  1. may limit the risk or liability of or a third party; and/or
  2. may create risk or liability for the user; and/or
  3. may compel the user to indemnify the us or a third party; and/or
  4. serves as an acknowledgement, by the user, of a fact;
2. Your attention is drawn to these terms (in bold font) because they are important and should be carefully noted.
3. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask us to explain it to you before you accept the Terms of Use or continue using the Website. Nothing in these Terms of 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 the us in terms of the CPA.

### 3. USE OF THE WEBSITE

1. We are an international holdings company that focuses on investing in industry 4.0 technology companies. As a multi-national diversified investment holding company, we leverage our subsidiaries' extensive product and services portfolio of Industry 4.0 technology solutions, to create impact that empowers customers to make better and more informed decisions in the modern digital economy. Our business model is to enable our subsidiaries to take advantage of various products and solutions within our group of companies, in order to deliver digital transformation solutions to their customers.
2. The Website is available via a computer and/or using a mobile device. The Website has specifically been developed for the use of certain mobile devices and/or using a computer. It is therefore assumed that you (a) understand the functionality and restrictions of your smartphone/device and/or computer and (b) understand and are bound by any other Terms and Conditions that exist when using the smartphone/device and/or computer, and any networks that may provide services to the smartphone/device.
3. You may only use the Website if you are 18 years of age or older or have the consent of your guardian to use the Website.
4. You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to the Website).
5. You may not use the Website for any illegal activity.
6. You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative. You may not, in any way reverse engineer the Website, or any component thereof, nor may you attempt to do so. This includes, but is not limited to, disassembling, decompiling, decrypting or any other actions that could possibly reveal the source code of the Website or any portion thereof.
7. You may not use the results of the use of the Website for any other purpose than to assist you in your personal capacity.

8. You may not use the location data provided for any other purpose than defined by the Website.
9. The Company reserves the right to limit, disconnect or terminate your use of the Website in the event of any abuse or misuse by you.
10. To the extent permissible by law, you further specifically indemnify and hold the Company, its employees, directors and associates harmless against any direct losses such as injury, illness, loss of limb, loss of life, financial losses, loss of property and any other assets, emotional distress, reputation risk and the like, that may arise due the use of the Website.

#### 4. OWNERSHIP AND COPYRIGHT

1. The contents of the Website including any information, software, icons, text, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to intellectual property, copyright and trade mark law, and are owned by or licensed to the Company.
2. No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited.
3. The Website may allow you to download material, logos and trade marks of third parties. All intellectual property rights in the material, logos and trade marks remain with the third party concerned. By downloading any such material from the Website you do not obtain any intellectual property rights therein. The Company grants you a non-exclusive, perpetual license to display the material on your smartphone/device only. You may not share any downloaded material with others.

#### 5. DISCLAIMERS

1. Any person who accesses the Website or relies on the Website or on the information contained in the Website does so at his or her own risk.
2. While the Company takes reasonable measures to ensure that the contents of the Website are accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
3. All information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

4. The Company does not accept any responsibility for any errors or omissions on the Website.
5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.
6. We do not warrant that the Website will be compatible with your smartphone/device.
7. The service is subject to normal constraints of the respective carriers of data and information – we can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether SMS, IP-data and so on.

## 6. THIRD-PARTY WEBSITES

1. The Website may contain links or references to other websites or mobile applications ("Third Party Websites") outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.
2. Notwithstanding the fact that the Website 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 thereon.

## 7. PRIVACY POLICY

1. We recognize the importance of protecting your privacy in respect of personal information collected by us when you use the Website.
2. By continuing to use the Website you agree to the Terms and Conditions set out in our **Privacy Policy** and you consent to us collecting and using your personal information for the purposes set out in our **Privacy Policy**. If you do not agree to this Privacy Policy, please do not continue to use the Website.

## 8. LIMITATION OF LIABILITY

1. The Company shall not be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/or unlawful activity on, the Website and/or any linked third party website, unless such loss or damages arise due to the gross negligence of the Company.
2. You hereby indemnify the Company against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of the Website and/or any linked third party website.

## 9. CHANGES

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of the Website after the change is displayed on the Website. If you use the Website after such updated or amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such updates or amendments.

## 10. AVAILABILITY AND TERMINATION

1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
2. The Company may in its sole discretion terminate, suspend and modify the Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate the Website.

## 11. GOVERNING LAW

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website 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.

## 12. GENERAL

1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
2. Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.
3. If any term or condition contained herein is declared invalid, the remaining Terms and Conditions will remain in full force and effect.
4. No indulgence, extension of time, relaxation or latitude which any party ("the grantor") may show grant or allow to the other ("the grantee") 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 against the grantee which may have arisen in the past or which might arise in the future.
5. These Terms and Conditions contain the whole agreement between you and the Company relating to the subject matter hereof and no other warranty or undertaking is valid, unless contained in these Terms and Conditions.
6. For all legal correspondence, our address is Ground Floor, Tower 1, NexTeracom Building Cybercity, Ebène Mauritius for all purposes of communication under these Terms and Conditions.
7. Should you wish to contact us please email us at [info@4sightholdings.com](mailto:info@4sightholdings.com).

As technology advancements continue to change and evolve the consumer market, those self-same technologies are being embraced by the business market. Advancements in computing hardware, memory, processing capabilities, autonomous and Artificial Intelligence (AI) with machine learning, Internet of Things devices and technology, big data, cloud computing, augmented and virtual reality are now key focus areas for the business market.