

TERMS OF USE

1. INTRODUCTION

- 1.1. These Terms apply to all products and service offerings of each entity in Kastelo which includes Kastelo (Proprietary) Limited, Kastelo Mobile (Proprietary) Limited, Kastelo Africa (Proprietary) Limited, their affiliates and subsidiaries, and any of their respective subsidiaries (collectively, "**Kastelo**").
- 1.2. By engaging with the Kastelo Platforms you agree and acknowledge that these Terms apply regardless of the specific Kastelo entity licensed that provides the product or service offering.
- 1.3. For the avoidance of doubt, all references to "Website" include "Kastelo Platforms", where appropriate.
- 1.4. Although Kastelo takes reasonable steps to ensure that the information on this Website is accurate and complete, we make no representations or warranties, either expressed or implied, as to the accuracy, completeness, or reliability of any information on this Website or as to the quality, timeliness, operation, integrity, availability, or functionality of this Website.
- 1.5. While Kastelo strives to ensure compliance with all Applicable Laws, and industry standards, any decisions made based on information provided on the Website are solely at your own risk. Professional advice should be sought before making any financial or other decisions.
- 1.6. Kastelo does not accept any responsibility for any errors or omissions on the Kastelo Platforms. This limitation includes, but is not limited to, any technical, typographical, or factual inaccuracies. Kastelo cannot be held responsible for damages resulting from the reliance on such erroneous information.
- 1.7. The Content on the Website is provided by us in good faith on an "as is" basis for general information purposes. It shall be your own responsibility to ensure that any product(s), service(s) or information available through this Website meet your specific requirements.
- 1.8. Kastelo makes every effort to keep the Website up and running smoothly. However, Kastelo takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.
- 1.9. Kastelo reserves the right to perform maintenance, updates, or other necessary changes to the Website, which may result in periods of unavailability. Kastelo will endeavour to notify Users in advance where possible.
- 1.10. You accept all the aforementioned risks arising out of or in connection with your access to, or use of, the Website and/or the Content.
- 1.11. All rights are reserved.
- 1.12. All Intellectual Property Rights in the content, design, and layout of this Website are owned by Kastelo. Any unauthorised reproduction, distribution, or use of such content without prior written consent is strictly prohibited.

2. USE AND ACCESS

- 2.1. Any Content and information published on the Website, including these Terms, are proprietary and for your non-commercial use, which means that you may not transmit, modify, copy, or make commercial use of such content or information, or portions thereof, without our prior written permission.
- 2.2. You agree that any unauthorised use of the Content or information may result in legal action being taken against you by Kastelo.
- 2.3. By using or accessing the Website, or when submitting any information, details, or input (for this clause 2, the "information"), you confirm and declare that:

- 2.3.1. you are eighteen (18) years or older and have the full legal capacity to accept these Terms and enter into a legally binding agreement with us;
- 2.3.2. the information provided is not intended to be misleading;
- 2.3.3. the information is not provided or designed to advance any unlawful act;
- 2.3.4. the information does not constitute or promote obscenity, pornographic materials, discrimination, violence, defamatory content, or any illegal activity;
- 2.3.5. the information does not violate the privacy rights of any third party;
- 2.3.6. you will not use the Website, engage or solicit any service or product offered by Kastelo under any name except your own, and, explicitly, you will not use your Kastelo Account to carry out transactions on behalf of a third party unless otherwise authorised by Kastelo to do so;
- 2.3.7. you will not have or maintain more than one Kastelo Account and/or assist any other person to obtain unauthorised access to any Kastelo Account; and
- 2.3.8. you confirm and acknowledge that through your use and/or access to the Website, your Kastelo Account, or any associated platforms related to any of the service(s) or product(s), you are aware of or have been made aware of these Terms, and that you have read and understood them.
- 2.4. In addition, you confirm that any input provided by you on the Website, including your interactions on Kastelo Platforms, will not infringe any third-party intellectual property rights or violate any agreements you are bound by.
- 2.5. You will not use or utilise the Website, or engage with Kastelo, or use the service(s) or product(s) in the performance or advancement of any illegal activity, Prohibited Activity, or in violation of any Applicable Laws.
- 2.6. You may not use any artificial intelligence, robot or any other automated mechanism to copy, monitor, or make any input or extraction on the Website.
- 2.7. You may not use any software, device, automated or manual technique to interfere with the proper working of the Website.
- 2.8. Kastelo reserves the right to, in our sole discretion, terminate, suspend, or restrict your use of the Website, with or without notice to you, especially if you use, or if the relevant entity reasonably suspects that you are using, the Website and/or your Kastelo Account in a manner contrary to these Terms, with specific reference to clause 7 (Suspension, Termination, Restriction, Discontinuance) hereof.
- 2.9. Any breach of the above terms could result in the suspension or termination of your Kastelo Account and/or access to product(s) and service(s), and Kastelo reserves all legal rights to seek redress for any damage caused.
- 2.10. By accessing or using the Website, and/or opening a Kastelo Account, and/or engaging with Kastelo in its service(s) or product(s), you may be exposed to third-party terms and conditions, which exposure is your responsibility.
- 2.11. You authorise Kastelo to accept and rely on any agreements, authorisations, mandates, or instructions to persons who have access to or use your Kastelo Account, and indemnify Kastelo against any unauthorised access thereto by a third party.
- 2.12. Separate terms and conditions may apply to certain product(s), service(s) and/or offerings, but without detracting from the generality hereof, must be read in conjunction and in wholesale interpretation of these Terms.

- 2.13. Kastelo does not guarantee continuous or uninterrupted access to the Website, your Kastelo Account, or any associated platforms related to Kastelo's service(s) or product(s), nor does Kastelo warrant that there will be no delays, failures, or loss of transmitted information.
- 2.14. You accept that access to your Kastelo Account and/or product(s) or service(s) may be subject to planned or unplanned downtimes or interruptions, and Kastelo disclaims any liability for such occurrences.

3. IDENTIFICATION, VERIFICATION AND REGISTRATION

- 3.1. By virtue of Kastelo being an Accountable Institution, we are committed to combating fraud as well as preventing money laundering and/or the financing of terrorism. We, therefore, conduct proper due diligence / KYC checks on each prospective client who would like to open a Kastelo Account.
- 3.2. To ensure we meet the above-mentioned KYC standards, you are required to provide certain Personal Information and documents when opening a Kastelo Account, which may be opened and accessed only upon-
 - 3.2.1. you having completed the KYC process to our satisfaction and in accordance with such regulatory requirements imposed on us; and
 - 3.2.2. us being satisfied that such opening/accessing would be in our commercial interests and in full compliance with Applicable Laws and these Terms.
- 3.3. Subject to the above, we will verify and authorise your access to your Kastelo Account, and where appropriate, such product(s), service(s) and/or offerings that we have approved.
- 3.4. By using the Kastelo Platforms, services and/or related products, you agree that Kastelo has a legal responsibility and commercial interest to adopt a strict and rigorous risk based approach to onboarding clients and offering its services, and you accept that Kastelo has the right to decline access to its Platforms and/or the provision of any of its services or products if it so deems appropriate in accordance with the law.
- 3.5. In certain circumstances, when applying for certain products, as determined by Kastelo, EDD procedures may also be performed in relation to your Kastelo Account. You accept and agree that you will remain subject to such procedures at all times.
- 3.6. Kastelo reserves the right to take the following actions at any time:
 - 3.6.1. Restrict or suspend your Kastelo Account if we deem it necessary, at our sole discretion, to conduct additional identity verification or EDD processes; and/or
 - 3.6.2. Terminate your Kastelo Account if you provide false information or if we suspect you have done so, or if you refuse to provide the information required for identity verification or EDD.
- 3.7. You accept and agree that there may be delays in accessing your Kastelo Account or in related transactions whilst Kastelo undertakes any verification procedures.
- 3.8. Kastelo is required to retain certain information and documentation obtained during the KYC and EDD process. Kastelo reserves the right to retain the aforesaid information in the event that your relationship has been terminated with Kastelo.
- 3.9. Kastelo respects your privacy and your Personal Information and will take reasonable measures to protect it, as more fully detailed in our **Privacy Policy**.
- 3.10. By agreeing to these Terms, you also confirm that any documents submitted for KYC or EDD purposes are accurate and belong to you. Kastelo reserves the right to verify the authenticity of any documentation provided.

4. PROPRIETARY CONSIDERATIONS

- 4.1. All Proprietary Material in relation to our Intellectual Property Rights are our property, or licensed to Kastelo, and as such, are hereby asserted and protected from infringement.
- 4.2. Content, product(s), service(s), functions and Proprietary Material presented on the Website and its associated platforms-
 - 4.2.1. are not sold to you; and
 - 4.2.2. subject to your ongoing compliance with these Terms, are granted to you under a personal, limited, revocable, and non-transferable licence to access and use the Website and such approved product(s), service(s), and/or functions strictly for your personal and non-commercial use.
- 4.3. You are strictly prohibited from copying, reproducing, uploading, republishing, transmitting, creating derivative works of, showcasing, or distributing the Content, Proprietary Material, or any information related to our service(s), product(s) and/or functions without our express and written consent.
- 4.4. Any misuse or unauthorised reproduction of Kastelo's Proprietary Material could result in legal action, including but not limited to claims for intellectual property infringement.
- 4.5. Kastelo does not grant you or any other user or third party any licence or proprietary right to use any of our Proprietary Material.

5. INTERNET AND SECURITY

- 5.1. You acknowledge and agree that information is transmitted via the internet onto the Website, and may be susceptible to monitoring, interception, manipulation and/or unauthorised access.
- 5.2. Information security and fidelity are particularly important to us, and Kastelo actively endeavours to systemise and maintain suitable protective measures against unauthorised or unwanted access to the Website and digital platforms. However, you are solely responsible for:
 - 5.2.1. ensuring that you keep your login details, passwords, pins, keys, email address, or associated access mechanisms or codes safe and protected at all times;
 - 5.2.2. all your activity in, on, or through your Kastelo Account and/or associated aspects on the Website;
 - 5.2.3. using and maintaining suitably competent prevention software and/or anti-virus software to ensure the security of your Kastelo Account being compromised or interrupted as a result of a cyberattack, phishing, spoofing, Trojan Horse, malicious software or spyware on your device (i.e. mobile phone, desktop computer, etc.);
 - 5.2.4. using an appropriately secure and functional internet browser/search engine and maintaining security over your platforms and/or devices associated with your Kastelo Account;
 - 5.2.5. being cautious and vigilant when receiving any communications or correspondences (emails, digitally transmitted messages, etc.) purporting to be from Kastelo;
 - 5.2.6. keeping your contact details up to date so that you can receive any notices/alerts that Kastelo may send to you in relation to security; and
 - 5.2.7. for all risks associated with authorised and unauthorised access to your Kastelo Account.
- 5.3. Failure to take the above security measures may result in unauthorised access to your Kastelo Account and/or product(s) or service(s). Kastelo shall have no liability to you in relation to any unauthorised access to your Kastelo Account, where such unauthorised access was due to no fault of Kastelo, and/or failure by you to act upon any notice/alert sent by Kastelo.

- 5.4. Any attempt to bypass security protocols on the Kastelo Platforms may be met with legal consequences, including potential criminal charges for fraud or unauthorised access.

6. EMAILS

- 6.1. Any electronic mail you receive from a director, employee or representative of Kastelo or any other person using a Kastelo e-mail address, including any attachments thereto, is subject to the disclaimers set out in the following paragraphs.
- 6.2. The email may contain information which is confidential, private, subject to legal privilege or otherwise protected by law. If you are not the stated addressee (or such person's authorised representative) you must:
- 6.2.1. notify the sender of this fact immediately by return email or telephone, and delete the email from your system;
 - 6.2.2. avoid printing, copying, forwarding or otherwise revealing any information contained in the email or any part thereof; and
 - 6.2.3. refrain from reading, storing, selling or otherwise using any information contained in the email or any part thereof for any purpose including, without limitation, incorporating any information contained in the email into any database or mailing list for whatever reason, including for purposes of spamming or marketing. Failure to do so may amount to the unlawful interception of a communication, the infringement of copyright and/or the infringement of the right to privacy, thus exposing you to criminal and/or civil liability.
- 6.3. Notwithstanding any other clause in these Terms, neither an entity in Kastelo, the sender of the email, nor any other Kastelo representative will be responsible for any loss, injury, damage, or expense of any kind (including without limitation that resulting from the loss or corruption of data, damage to software programs, or interruption of business operations) resulting directly or indirectly from the transmission of the email (including without limitation that resulting from any malicious software code or other harmful components).
- 6.4. This disclaimer is governed by the laws of the Republic of South Africa and will be deemed to supersede any terms contained in any email received by Kastelo, insofar as these conflict with the provisions contained herein.

7. SUSPENSION, TERMINATION, RESTRICTION, AND DISCONTINUANCE

- 7.1. Kastelo explicitly reserves the right to terminate, suspend, restrict and/or discontinue your access to the Kastelo Account or any such functions, product(s) and service(s) on the Website at the evident incidence of, or where reasonably suspected that:
- 7.1.1. the Website, Kastelo Account, function, product, service or associated platform is being or has been used for or in connection with a Prohibited Activity (see clause 8 hereof);
 - 7.1.2. the Website, Kastelo Account, function, product, service or associated platform is being or has been used in relation to any unlawful, unauthorised, fraudulent, or damaging activity;
 - 7.1.3. the Website, Kastelo Account, function, product, service or associated platform is subject to an operational, technical, or other error;
 - 7.1.4. the Website, Kastelo Account, function, product, service or associated platform is being or has been used in breach of these Terms;
 - 7.1.5. you, your mandated transaction, or any person you so transact to or from, is subject to governmental sanctions;

- 7.1.6. your use or potential use of the Website, Kastelo Account, function, product, service or associated platform is, or has been associated with, or poses a high risk of money laundering, terrorism financing, fraud or another financial crime;
- 7.1.7. you (or a third party accessing your Kastelo Account) are conducting processes, procedures, software protocols or the like that are to be in circumvention of our measures and controls;
- 7.1.8. your Kastelo Account is or appears to be the subject of legal, regulatory or governmental processes and Kastelo deems such to establish a heightened risk of legal and/or regulatory non-compliance; and/or
- 7.1.9. Kastelo is compelled by law to do so.
- 7.2. Kastelo will handle any Personal Information in accordance with applicable data protection laws and regulations upon account termination or suspension.
- 7.3. Kastelo will endeavour to provide you with notice of any decision to suspend, terminate, restrict, or discontinue your access to the Website, Kastelo Account, product(s) or service(s) unless inhibited from doing so by law, or where doing so may compromise Kastelo's security and/or risk management protocols.
- 7.4. You moreover accept and agree that Kastelo is under no obligation to disclose the fact or reason for any decision to suspend, terminate, restrict, or discontinue access, and shall have no liability in connection therewith.
- 7.5. Kastelo moreover reserves the right to report you and/or any accomplice/accessory to such appropriate judicial body or authority where your actions are deemed, or suspected to be, unlawful.

8. PROHIBITED ACTIVITIES

The following constitutes "Prohibited Activities" of these Terms, which, for the sake of disclosure, is strictly prohibited:

- 8.1. The undertaking, supporting, or facilitating of any criminal activity, including but not limited to, fraud, corruption, money laundering, terrorist financing, illegal gambling, or hacking;
- 8.2. Engaging in abusive activities; overloading technological and/or digital infrastructures; taking actions that may harm Kastelo's reputation or the performance of the Website and/or its associated functions; transmitting harmful materials, or exploiting Kastelo's technological infrastructures;
- 8.3. Gaining unauthorised access to the Website, Kastelo Account or any related platforms, functions, product(s) or service(s), as well as transferring account access to a third party without Kastelo's explicit consent;
- 8.4. Using the Website, Kastelo Account, or any associated functions, service(s), or product(s) to support pyramid schemes, ponzi schemes, illegal MLM programmes, or the like;
- 8.5. Attempting to reverse engineer, decipher or decompile any software or functionality on the Website;
- 8.6. Engaging in fraudulent activities, including actions to defraud Kastelo or its clients, as well as providing false, inaccurate, or misleading information, as well as falsifying an identity or impersonating another person;
- 8.7. Effecting transactions that enable illicit activities, promote hate, violence, racial intolerance, obscenities, or may involve stolen goods or the proceeds of crime;
- 8.8. Transactions involving "darknet" markets or gambling sites;
- 8.9. Transactions involving narcotics or controlled substances;
- 8.10. Removal of any identification, trademark, copyright, or other notices from the Website;

- 8.11. Using the Website or any of its associated platforms, or Kastelo's good name and reputation, its product(s) and/or service(s) to generate unsolicited advertisement or representations;
 - 8.12. Using the Website or any of its associated platforms from a prohibited region or jurisdiction as may from time to time be informed by Kastelo's AML measures; and/or
 - 8.13. Introducing any code, file, program, virus, worm, malware, or spyware intended to impair, overburden, exploit, seize or damage the operation of the Website or its associated functions and/or software;
- and which shall include assisting or mandating any other third party to engage in any of the Prohibited Activities.

9. CONTENT, INFORMATION AND FEATURES

- 9.1. Kastelo reserves the right to make improvements, change, or discontinue, with or without notice, any aspect or feature of the Website and any information or Content or Proprietary Material on the Website.
- 9.2. To the maximum extent permitted by law, Kastelo reserves the right to change and amend the product(s), service(s), prices and rates quoted on the Website from time to time with or without notice.
- 9.3. Kastelo makes no representations or warranties, whether express or implied, as to the accuracy, completeness, or reliability of any information, data and/or content on the Website, including, without limitation, that:
 - 9.3.1. Kastelo does not warrant that the Website or information or downloads shall be error-free or that it shall meet any particular criteria of performance or quality, and, to the maximum extent permitted by law, disclaim all implied warranties (i.e. warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy);
 - 9.3.2. Whilst Kastelo has taken reasonable measures and precautions to ensure the integrity of the Website, the Content, information, and associated features; no warranty, whether express or implied, is given that any files, downloads, or applications available on or via the Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of your system; and
 - 9.3.3. Kastelo expressly disclaims any responsibility for the verification of any claims. Content and/or information published on the Website may be done so in the format in which it was received, and statements from external parties or sources may be accepted as fact.
- 9.4. By submitting Content to the Website by any means, you warrant and represent that:
 - 9.4.1. you may not violate the rights of any person related to their personal information or intellectual property;
 - 9.4.2. there are no malicious or destructive components in the Content, such as Trojan Horses, viruses, worms, or malware;
 - 9.4.3. the Content doesn't contain spam, isn't automated or randomly generated, and isn't immoral or unwelcome commercial content intended to promote third-party websites or increase their visibility in search results;
 - 9.4.4. the Content is not intended to encourage illegal behaviour or deceive users about where the information came from;
 - 9.4.5. the Content does not breach any third party's privacy or publicity rights and is not libellous, contains no threats against individuals, or incites violence against them;

- 9.4.6. the Content does not undertake, promote or facilitate: obscene or pornographic materials; violence; unfair discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or illegal activities;
- 9.4.7. it is not being advertised through unwanted electronic messages such as spam links on newsKastelos, email lists, other blogs and websites, or similar unsolicited promotional methods; and
- 9.4.8. the Content does not contain the name or information of another person designed to mislead other persons.
- 9.5. Without limiting any of the representations or warranties in clause 9.3, Kastelo may in its sole discretion:
 - 9.5.1. refuse or remove any Content that, in its reasonable opinion, violates any of its policies or is in any way harmful or objectionable; and
 - 9.5.2. terminate, suspend or restrict your access to, and use of, the Website, immediately, without prior notice, and without giving reasons.

10. RISKS

- 10.1. Before using the Kastelo Platform(s), you should be aware of the risks associated with trading and investing in any financial products and services.
- 10.2. Kastelo encourages you to familiarise yourself with the specifics of market volatility and associated risks.
- 10.3. The product-specific terms and conditions outline the market volatility and other risks associated with purchasing, selling, or trading financial products, and should be read in conjunction with these Terms.
- 10.4. This information is not intended to be nor does it constitute financial, tax, legal, investment or other advice; nor a solicitation to trade. It is advisable to consult a qualified Financial Advisor before making any financial decisions or taking action.

11. CONFIDENTIALITY AND DATA PRIVACY

- 11.1. You accept and agree that Kastelo is a commercial stakeholder endeavouring to protect its Proprietary Material in accordance with its Intellectual Property Rights.
- 11.2. You agree to notify Kastelo immediately if you become aware of any unauthorised access to Confidential Information.
- 11.3. In the event of a breach of confidentiality, you agree to cooperate with Kastelo in any investigation or legal action related to such breach.
- 11.4. You agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the Website, product, service(s), functions, features or workings offered by us.
- 11.5. Any Confidential Information, including but not limited to, data, software, know-how, techniques, processes, designs, specifications, drawings, or other Proprietary Material, disclosed by Kastelo to you in connection with your use of this Website, shall be treated as confidential.
- 11.6. You agree to maintain the confidentiality of such information and you shall not disclose or use it for any purpose other than as expressly permitted. You shall take reasonable measures to protect the confidentiality of such Confidential Information and shall not permit any unauthorised access to or disclosure of such information.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1. To the fullest extent permissible by law, Kastelo will not be held liable for any consequential, incidental, special, direct or indirect damages (including but not limited to lost profits, trading losses or damages resulting from the use or loss of use of the Website and its associated functions, and/or third-party content). This applies even if Kastelo has been advised of the possibility of such damages or losses.
- 12.2. You acknowledge that past performance is not indicative of future results, and you should not base investment decisions solely on past performance data.
- 12.3. Unless otherwise required by the Applicable Law, Kastelo will not be held liable to you or any other individual for any loss arising from causes beyond Kastelo's direct control, which includes but is not limited to, failure of electronic equipment or communication lines (e.g. telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather conditions (including flood, earthquake or other acts of nature), fire, war, insurrection, terrorist acts, riots, labour disputes, labour-related issues, accidents, emergencies, or actions taken by the government.
- 12.4. You accept and agree that Kastelo does not warrant the accuracy or reliability of any advice, opinion, statement or other information contained in, displayed on, linked to or distributed through the Website that Kastelo and/or other users may publish to the Website, and you accept and agree that any reliance upon such information, opinion, advice or statement shall be at your sole risk.
- 12.5. You accept and agree that information on the Website is provided "as is" and Kastelo shall not be liable for any losses or damages that may arise from your reliance on it, however it may arise.
- 12.6. For the sake of reiteration, you hereby indemnify Kastelo, its directors, officers, employees, agents and/or contractors and/or other persons for whom in law Kastelo may be liable, from any loss, injury, damages, liability claim or demand due to or arising out of your access to or use of the Website or your breach of these Terms.
- 12.7. The following should be noted in relation to specific product(s) and/or service(s) which are/have been advertised and/or recommended:
 - 12.7.1. the recommendation is intended for general circulation;
 - 12.7.2. the recommendation does not take into account the specific investment objectives, financial situation or particular needs of any particular person; and
 - 12.7.3. any past performance, projection, forecast or simulation of results are not necessarily indicative of the future or likely performance of any investment.

13. INDEMNITY

- 13.1. To the maximum extent permitted by law, you agree to indemnify Kastelo and any affiliates (including their respective directors, employees and/or agents) against any action, liability, cost, claim, loss, damage (including direct, consequential, or special damages), proceeding or expense (including reasonable legal fees) suffered or incurred directly or indirectly arising out of or in connection with:
 - 13.1.1. Your use of or conduct in relation to the Website and/or your Kastelo Account, as well as any associated platforms, product(s), service(s) and/or functions;
 - 13.1.2. Your violation of these Terms; or
 - 13.1.3. Any third-party claim arising from your actions, omissions, or submissions through the Website or your Kastelo Account.
- 13.2. This indemnity shall survive the termination of these Terms.

14. GENERAL

14.1. COMPLIANCE WITH LAWS

- 14.1.1. You shall comply with all Applicable Laws, statutes, ordinances and regulations pertaining to your use of and access to the Website, your Kastelo Account, as well as any associated platforms, product(s), service(s) and/or functions.
- 14.1.2. You understand that Kastelo may report any suspicious activity to the appropriate authorities.

14.2. NOTICES

- 14.2.1. Except as explicitly stated otherwise, any notices shall be given by email to info@kastelo.co.za (if directed to Kastelo) or to the email address you have provided to Kastelo (if directed to you), or such other address that has been specified. Such notice shall be deemed delivered and given 48 (forty-eight) hours after an email is sent, unless the sender is notified that the email address is invalid.
- 14.2.2. Alternatively, Kastelo may give you notice by registered mail to the address you have provided. Such notice shall be deemed delivered and given 7 (seven) days after the date of mailing.
- 14.2.3. You acknowledge that all agreements, notices, or other communication required to be given in terms of the law or these Terms may be given via electronic means, and that such communications shall be "in writing".
- 14.2.4. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to such party, notwithstanding that it was not sent to or delivered to its chosen address for that purpose.

14.3. BREACH

- 14.3.1. Kastelo is entitled without notice, in addition to any other remedy available to Kastelo at law or under these Terms, including obtaining interdictory relief, to:
 - 14.3.1.1. cancel these Terms;
 - 14.3.1.2. limit or deny you or any associated user of the Website, Kastelo Account, associated platforms, or of our product(s) or service(s), and use thereof; or
 - 14.3.1.3. to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Kastelo's right to claim damages, should you or any associated user:
 - 14.3.1.3.1. breach any of these Terms;
 - 14.3.1.3.2. in Kastelo's sole discretion, use the Website in an unauthorised or prohibited manner; and/or
 - 14.3.1.3.3. infringe any Applicable Laws, statutes, regulations or ordinances.
- 14.3.2. Breach of these Terms entitles Kastelo to take legal action without prior notice, and you agree to reimburse the cost associated with such legal action on an attorney and own client scale.

14.4. MISCELLANEOUS

- 14.4.1. These Terms shall be governed in all respects by the Applicable Laws and the Applicable Laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.4.2. Kastelo makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the Content of the Website is illegal is, for the sake of full disclosure, strictly prohibited. You may not use the Website or any of its associated functions in violation of South African export and/or exchange control laws and regulations. If you use and/or access the Website from locations outside the Republic of South Africa, you are responsible for compliance with all local laws.
- 14.4.3. If any provision of these Terms is held to be illegal, invalid, or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 14.4.4. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without Kastelo's prior written consent.
- 14.4.5. By continuing to use and/or access the Website, you acknowledge and agree to the most recent version of these Terms.
- 14.4.6. You acknowledge that Kastelo may review and change these Terms from time to time and that continued use of the Website constitutes acceptance of any revised terms.
- 14.4.7. Headings in the Terms are inserted for reference purposes only and shall not affect the interpretation of any provisions to which they relate.
- 14.4.8. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and words importing persons shall, only where applicable and permitted, include legal persons, partnerships, corporate and unincorporated entities.
- 14.4.9. If any period is referred to in these Terms by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 14.4.10. No indulgence, extension of time, waiver or relaxation of any of the provisions of these Terms which Kastelo may show, grant or allow you, shall operate as an estoppel against Kastelo in respect of your rights under these Terms, nor shall it constitute a waiver by Kastelo of any of its rights and Kastelo shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.
- 14.4.11. In the event that any entity in Kastelo is acquired by or merged with a third party, Kastelo reserves the right to transfer or assign the information the entity has collected from you as part of such merger, acquisition, sale, or other change of control.
- 14.4.12. These Terms set forth the entire understanding and agreement between Kastelo and you with respect to the subject matter hereof.
- 14.4.13. Kastelo shall not be liable for costs incurred by you to obtain professional advice relating to these Terms.