



**RAM IT Platform**

**Usage Terms & Conditions**



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## 1 INTERPRETATION

In these **RAM IT Platform Terms & Condition's** (these "T&C") –

- 1.1 unless the context clearly indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa;
- 1.2 clause headings are inserted for convenience only and shall not be used in its interpretation;
- 1.3 the provisions relating to interpretation in **RAM's T&C's**, **RAM's Interpretation Schedule & Glossary of Terms**, the, **Shipping Instruction, Waybill** and on **RAM's IT Platform** shall apply and the expressions defined in **RAM's T&C's**, **RAM's Interpretation Schedule & Glossary of Terms**, **Shipping Instruction, Waybill** and on **RAM's IT Platform** shall bear the same meaning herein.

## 2 INTRODUCTION

- 2.1 The **RAM IT Platform** to which these T&C's apply and for which **RAM** is responsible includes the **RAM Website**, the **RAM Portal**, **RAM Hardware** and **RAM Software**.
- 2.2 These T&C's incorporate **RAM's** IT Platform Privacy & Usage Policy including how **RAM** will use and protect any personal information that the User gives **RAM** when using **RAM's IT Platform**.
- 2.3 **RAM** is not liable for the content of the **RAM IT Platform**. The User must pay particular attention to the **Limitation of Liability**, **Content Disclaimer** and **Disclaimer** sections of these T&C's.
- 2.4 The User must read these T&C's carefully. Together with the **Disclaimers** and **Regulatory Disclosures**, they govern **RAM's** relationship with the User in relation to the use of the **RAM IT Platform**.
- 2.5 **RAM's IT Platform** is currently intended for Users who access the **RAM IT Platform** within the borders of South Africa. Because of same, **RAM** cannot guarantee that the **RAM IT Platform** or the information on the **RAM IT Platform** complies with or is appropriate for use in other countries.
- 2.6 By using the **RAM IT Platform** in any way, the User signifies the User's agreement with these T&C's and to be bound by them.
- 2.7 If the User has any questions about these T&C's or the User does not wish to accept these T&C's, please contact **RAM** by contacting **RAM's** Legal Department on (+27) 11 977 5000 before using the **RAM IT Platform**. Using or accessing the **RAM IT Platform** indicates the User's acceptance of these T&C's. If the User does not accept these T&C's, please do not continue to use the **RAM IT Platform**.

## 3 USE OF THE WEBSITE

- 3.1 **RAM** has made the **RAM IT Platform** available to the User for the Users commercial use and for the purposes of the **Services** provided by **RAM** to the User. **RAM** may modify, withdraw or deny access to the **RAM IT Platform** at any time.
- 3.2 Specifically excluded from the uses or operation of the **RAM IT Platform** in connection with any products, systems, applications or hardware other than the Services provided by **RAM**.

## 4 INFORMATION

### 4.1 Protection

- 4.1.1 It is of utmost importance to **RAM** that Users visiting **RAM's** IT Platform are put at ease that the privacy of the User/s is of great importance to **RAM**.
- 4.1.2 **RAM**, as a responsible party, undertakes to ensure that all information collected from and recorded from the User is collected, processed and stored in compliance with the Protection of Personal Information Act 4 of 2013 ("**POPI Act**").
- 4.1.3 It is important for the User, to take note of the fact that when the User submits personal information on **RAM's IT Platform**, the User consents to **RAM** collecting, processing and storing such information.
- 4.1.4 The User supplies such Personal Information to **RAM** of its own accord and free will.
- 4.1.5 Accordingly, the User consents to providing such information to **RAM**.
- 4.1.6 Personal Information requested from the User and recorded and/or stored is lawfully required for the functioning and business activities of **RAM** and the provision by **RAM** of the Services to the User.



4.1.7 The User warrants that Personal Information provided to **RAM** is correct and that such Personal Information is provided to **RAM** by an individual possessing the necessary authority from the User.

#### 4.2 Deletion

4.2.1 The User may at any time and on written request to **RAM**, request **RAM** to make an amendment to or delete Personal Information recorded of the User.

4.2.2 Should the User's Personal Information so collected no longer be of any use and/or is no longer needed for the purposes of originally being collected and/or should the User request the deletion of Personal Information, **RAM** shall ensure that the Personal Information of the User is deleted and no record retained, stored or held by **RAM**.

#### 4.3 Information Collected & Monitoring Communications

4.3.1 Subject to the provisions of the [RICA.pdf](#), the User agrees to permit **RAM** to intercept, block, filter, read, delete, disclose and use all Communications the User sends or posts to **RAM** for using the Service and/or to **RAM**'s Personnel.

4.3.2 The User agrees and acknowledges that the consent the User provides above satisfies the "writing" requirement specified in the [ECTA.pdf](#) and in the [RICA.pdf](#).

4.3.3 **RAM** may implement systems designed to intercept and monitor your Communications with **RAM**, to the extent permissible by Law, in which case the User consents to such interception and monitoring.

4.3.4 As part of this process of intercepting and monitoring these Communications, **RAM** may record such Communications for disclosure on the basis set out in these T&C's.

4.3.5 **RAM** may link to other IT Platforms which are not within **RAM**'s control. Once a User has left **RAM**'s **IT Platform**, **RAM** cannot be responsible for the protection and privacy of any information which the User provides. The User should exercise caution and look at the privacy statement applicable to the IT Platform in question.

4.3.6 **RAM** automatically receives and records information on **RAM**'s server logs from the User's browser or mobile platform, including the User's location, IP address, cookie information, and the page the User requested.

4.3.7 **RAM** treats this data as non-Personal Information, except where we are compelled to do otherwise by Law or legal authority.

4.3.8 **RAM** only uses this data in aggregate form and **RAM** may provide this aggregate information to **RAM**'s partners about how **RAM**'s customers, collectively, use **RAM**'s **IT Platform**, so that **RAM**'s partners may also understand how the user makes use of the IT Platform.

4.3.9 The following information shall be requested by **RAM** from the User(s) –

Individual	Corporate Entity
Name & Surname	Name
Identity number	Registration Number
Physical address	Physical address
Postal address	Postal address
Mobile, home and work contact numbers	Mobile, home and work contact numbers
Facsimile number	Facsimile number
Email Address	Email Address
VAT number (where applicable);	VAT number (where applicable)
Any other information required by the <b>ECT Act</b> .	

4.3.10 Through the use of Cookies or other analytical software, **RAM** may further collect a list of the Services the User(s) expresses an interest in when the User uses **RAM**'s **IT Platform**.



- 4.3.11 The User(s) is further informed that there is other information that will be automatically provided to **RAM** due to Cookies.
- 4.3.12 This information will include –
- 4.3.12.1 the IT Platform;
- 4.3.12.2 I.P addresses; and
- 4.3.12.3 how long the User(s) visited **RAM's IT Platform**.
- 4.4 **Cookies**
- 4.4.1 As mentioned above, **RAM** uses cookies on **RAM's IT Platform**.
- 4.4.2 Cookies are files that store information on the User's hard drive or browser allowing **RAM's IT Platform** to recognise that the User has visited **RAM's IT Platform** before.
- 4.4.3 Cookies contain the addresses of the **IT Platform** and codes that the User's browser sends back to the IT Platform each time the User visit the **RAM IT Platform**.
- 4.4.4 Cookies don't usually contain personal information or anything dangerous. They're usually innocuous and useful.
- 4.4.5 **RAM** will not use Cookies to collect personally identifiable information about the User. However, if the User wishes to restrict or block the cookies which are set by **RAM's IT Platform**, or indeed any other IT Platform, the User can do this through the User's browser settings. The Help function within the User's browser should tell the User how.
- 4.4.6 Please be aware that restricting cookies may impact on the functionality of **RAM's IT Platform**.
- 4.4.7 If the User wishes to view the User's Cookie code, just click on a cookie to open it. You'll see a short string of text and numbers. The numbers are your identification card, which can only be seen by the server that gave you the cookie.
- 4.5 **Use of Information**
- 4.5.1 **RAM** uses this information to provide the User with a better service, and in particular for the following reasons -
- 4.5.1.1 providing Services the User has requested and notifying the User about important changes or developments to these Services;
- 4.5.1.2 responding to the User's inquiries and complaints or processing the User's requests in relation to the User's information;
- 4.5.1.3 to follow up as part of **RAM's** customer care procedures;
- 4.5.1.4 updating **RAM's** records about the User;
- 4.5.1.5 internal record keeping;
- 4.5.1.6 administering offers and Services;
- 4.5.1.7 to improve **RAM's** Services;
- 4.5.1.8 making **RAM's IT Platform** easier for the User to use and providing the User with access to certain parts of **RAM's IT Platform**; and
- 4.5.1.9 to contact the User for market research purposes, provided that the User shall have the option to elect not to receive such contact from **RAM**.
- 4.5.2 **RAM** may contact the User by e-mail, phone, fax or mail in relation to the purposes set out herein and by providing such information the User is deemed to have agreed to **RAM** contacting the User by these methods of Communication.
- 4.5.3 **RAM** will continue to contact the User by way of such methods until the User advises **RAM** in writing that the User no longer wishes to be contacted by certain methods. Please note the User is required to accept at least one of the above methods as the User's chosen method of receipt of Communication from **RAM**.
- 4.5.4 All User(s) information which is collected on **RAM's IT Platform** will be stored and processed in South Africa according to industry best practice.



- 4.5.5 Subject to 5.5.6, the User(s) information will not be released to any third party.
- 4.5.6 The User herewith provides **RAM** with the right to disclose the User information to –
- 4.5.6.1 to government and law enforcement agencies;
- 4.5.6.2 to credits and other financial service providers;
- 4.5.6.3 where the law requires that **RAM** disclose your personal information to a party;
- 4.5.6.4 where **RAM** has received the User’s consent to disclose personal information with another Party; and
- 4.5.6.5 where **RAM** has reason to believe that a disclosure of information is necessary to identify, contact or bring legal action against a User who may be in breach of these T&C’s or may be causing injury to **RAM**’s rights or property, other users, or anyone else that could be harmed by such activities.
- 4.6 **Transmission of Information & Security**
- 4.6.1 All reasonable steps will be taken by **RAM** to ensure the integrity, security and confidentiality of the User(s) information.
- 4.6.2 **RAM** ensures the integrity and confidentiality of the User’s personal information with appropriate, reasonable technical and organisational measures to prevent loss of damage or unauthorised destruction of personal information and unlawful access to or processing of the User’s personal information.
- 4.6.3 Please note that **RAM CANNOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED VIA THE INTERNET TO OR FROM RAM’S IT PLATFORM AND AS SUCH, THE USER AGREES THAT TRANSMISSION OF SUCH INFORMATION IS AT THE USER’S OWN RISK.**
- 4.6.4 All communication sent to and from the **RAM IT Platform** is done via a secure SSL encrypted connection between the User’s browser and the **RAM IT Platform**. However **RAM** cannot guarantee security beyond your browser being used, as this is beyond **RAM**’s control.
- 4.6.5 Browser security can be compromised by 3<sup>rd</sup> party browser plugins and by not installing the latest computer and browser security patches. Making use of an up-to-date anti-virus and enabling all the security features in it can assist in increasing your security.
- 4.6.6 **RAM** takes reasonable steps to preserve the security of cookie and personal information in accordance with these T&C’s and **RAM**’s **IT Platform** Privacy & Usage Policy.
- 4.6.7 If your browser is suitably configured, it will advise you whether the information **RAM** is sending will be secure (encrypted) or not secure (not encrypted).
- 4.6.8 **RAM** regularly reviews developments in security and encryption technologies. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure.
- 4.6.9 Accordingly, although **RAM** strives to protect such information, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.
- 4.6.10 Once we receive your transmission, we take reasonable steps to preserve the security of the information in our own systems
- 4.6.11 The User’s attention is drawn to the fact that information transmitted via the Internet is susceptible to monitoring and interception.
- 4.6.12 The User will bear all risk of transmitting information in this manner. **RAM** will not be liable for any loss, harm or damage suffered by the User as a result of transmitting information to **RAM**. **RAM** reserves the right to request independent **verification** of any information transmitted via **e-Communication**.
- 4.6.13 Please be aware that any unsolicited confidential or proprietary information sent to **RAM** via the Internet cannot be guaranteed to remain confidential. If the User needs to send such information to **RAM** and the User is concerned about the security of this information, the User is to contact **RAM** and **RAM** will advise the User of the most appropriate method of transmission.



## 5 USER'S CONDUCT ON RAM'S IT PLATFORM

- 5.1 The User agrees to be fully responsible for the User's own conduct and content while using the **RAM IT Platform** and for any consequences thereof.
- 5.2 The User agrees to comply with all Laws which govern the User's Service use, as well as to adhere to generally acceptable Internet and e-mail etiquette.
- 5.3 In this regard the User agrees, *inter alia*, **not to** -
- 5.3.1 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through **RAM's IT Platform**;
  - 5.3.2 submit any person's personal information to **RAM** without that person's informed consent;
  - 5.3.3 gather or attempt to collect personal information about *third parties* without their knowledge or consent for commercial, political, charity or similar purposes;
  - 5.3.4 violate the privacy of any person or attempt to gain unauthorised access to **RAM's IT Platform** or the persons account, including (without being limited to) through hacking, password mining or any other means;
  - 5.3.5 use **RAM's IT Platform** to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
  - 5.3.6 copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract **RAM's** source code or any part thereof, unless this is expressly permitted or required by law, or unless **RAM** have specifically told you that you may do so, in writing;
  - 5.3.7 use **RAM's IT Platform** in any manner which could damage, impair, overburden or disable **RAM's IT Platform** or interfere with any other user's Account use;
  - 5.3.8 use **RAM's IT Platform** to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
  - 5.3.9 use **RAM's IT Platform** to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
  - 5.3.10 use **RAM's IT Platform** in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary rights of others; and/or
  - 5.3.11 otherwise use **RAM's IT Platform** to engage in any illegal or unlawful activity.
- 5.4 Should the User engage in any one or more of the above practices, which shall be determined in **RAM's** sole discretion (and which decision shall be final), then **RAM** shall be entitled, without prejudice to any other rights **RAM** may have, to -
- 5.4.1 without notice, suspend or terminate the User's Account and/or Service use;
  - 5.4.2 hold the User liable for any costs **RAM** incur as a result of the User's misconduct; and/or
  - 5.4.3 notwithstanding **RAM's IT Platform** Privacy & Usage Policy referred to herein, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

## 6 INTELLECTUAL PROPERTY

- 6.1 The **RAM IT Platform** and all the materials contained in it are protected by intellectual property rights, including copyright and either belongs to **RAM** or is licensed to **RAM** to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the **RAM IT Platform**, as well as other content such as articles, stories and other text. The User may not copy, redistribute, republish or otherwise make the materials on the **RAM IT Platform** available to anyone else without **RAM's** written consent.
- 6.2 Nothing in these T&C's shall be construed as granting the User any rights of any nature whatsoever in and to the **RAM** Intellectual Property other than as expressly provided herein.



- 6.3 The User may print or download materials from the **RAM IT Platform** for the User's personal or commercial use provided that –
- 6.3.1 no materials are modified in any way;
  - 6.3.2 no graphics are used separately from accompanying text;
  - 6.3.3 **RAM's** copyright and trade mark notices appear in all copies and the User acknowledges the **RAM IT Platform** as the source of the material; and
  - 6.3.4 if the User has **RAM's** permission to provide these materials to another person, the User must ensure that the other individual(s) is and/or are made aware of these restrictions.
- 6.4 All Intellectual Property Rights which are and/or may be in the possession of and/or owned and/or used by **RAM** from time to time and all Intellectual Property Rights evidenced by or embodied in attached/related/connected –
- 6.4.1 to the **RAM IT Platform** and Derivative Works thereof; and
  - 6.4.2 in any Intellectual Property created, generated, suggested, made, conceived, developed or reduced to practice, by either **RAM** or the User in the course of performing the activities under this Agreement and relating to the **RAM IT Platform**,
- shall be owned by or licensed to **RAM**.
- 6.5 Any content or material downloaded or uploaded or otherwise obtained through the **RAM IT Platform** is done at the User's own discretion and risk.
- 6.6 The User will be solely responsible for any damage to the User's computer system/network or any loss of data that may result from the download or upload of any such content or material or the use of the **RAM IT Platform**.

## 7 **CONTENT DISCLAIMER**

- 7.1 The **RAM IT Platform** is intended to provide general information regarding **RAM, RAM's Services** and other information which may be of interest to the User. It is not intended to provide exhaustive treatment of any subject dealt with.
- 7.2 The information on the **RAM IT Platform** including all research, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or **Services**.
- 7.3 The **RAM IT Platform** may include technical, typographical or other inaccuracies and the User is urged to contact **RAM** to confirm all information contained on this **RAM IT Platform** before placing any reliance on it. Changes are periodically made to the information on the **RAM IT Platform** and these changes will be incorporated in new editions of this **RAM IT Platform**. **RAM** reserves the right to alter or amend any criteria or information set out in the **RAM IT Platform** without notice.

## 8 **NO OFFER**

- 8.1 Nothing on the **RAM IT Platform** is intended to be, nor should be construed as an offer to enter into a contractual relationship between **RAM** and the User or anyone else, except for these T&C's which govern the relationship between **RAM** and the User in relation to the Users use of the **RAM IT Platform**.
- 8.2 No information or content contained on the **RAM IT Platform** should be taken as an offer or a recommendation by **RAM**. All **Services** offered by **RAM** are subject to completion of the requisite **application forms** and other **documentation** and are governed by **RAM's** relevant T&C's. **RAM** reserve the right to reject, at **RAM's** absolute discretion, any application submitted for **Services** contained on the **RAM IT Platform**.
- 8.3 If the User concludes a contract with a third party who is named or referred to on the **RAM IT Platform**, it is the Users responsibility to ensure that the User is comfortable with the T&C's of that contract and to take financial or legal advice if necessary.

## 9 **USE OF RAM IT PLATFORM FOR PURPOSES OF THE SERVICES**

- 9.1 Any electronic transmission of a **Shipping Instruction** by the User shall be deemed to be a written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act, 25 of 2002.





- 9.2 Notwithstanding that the **Shipping Instruction** is not physically signed by the User, upon electronic transmission thereof to **RAM** using the **RAM IT Platform** –
- 9.2.1 the User shall be requesting and authorising **RAM** to provide the Services specified on the Shipping Instruction in accordance with and subject to the Agreement; and
- 9.2.2 **RAM** shall be entitled to act in accordance with the instructions contained in such **Shipping Instruction**.
- 9.3 The User warrants that the information furnished by the User when completing and submitting any **Shipping Instruction** shall be accurate, true and complete in all aspects.
- 9.4 Should the User be located outside of South Africa, then the User agrees to comply with any laws, rules or regulations in the User's jurisdiction or in the location of the User's web server regarding online conduct and acceptable content, including laws regulating the export of data to South Africa or the User's country of residence.
- 10 **VIRUSES**
- 10.1 **RAM** has taken all reasonable precautions to ensure that viruses are removed from **RAM's IT Platform**, but at the same time, **RAM** cannot ensure that no viruses are contained on **RAM's IT Platform**.
- 10.2 **RAM** assumes no liability in this regard and you are requested to take all necessary precautions to safeguard the User's computer before downloading any information from **RAM's IT Platform**.
- 11 **CHANGES TO THE WEBSITE**
- 11.1 **RAM** reserves the right to withdraw or modify the **RAM IT Platform** at any time.
- 11.2 **RAM** may add new features and modify or even discontinue existing features without notice to the User in **RAM's** sole discretion.
- 11.3 **RAM** reserves the right to alter or amend any criteria or information set out in the **RAM IT Platform** without notice.
- 12 **LIMITATION OF LIABILITY**
- 12.1 The User's use of and reliance on the **RAM IT Platform** is entirely at the Users **own risk**. The **RAM IT Platform** is provided "**As Is**" and "**As Available**".
- 12.2 The information contained on the **RAM IT Platform** is given for general information and interest purposes only. Whilst **RAM** tries and ensures the information contained on the **Website** is accurate and up to date, **RAM** cannot be responsible for any inaccuracies in the information. As a result, the User should not rely on this information, and **RAM** recommends that the User take further advice or seek further guidance before taking any action based on the information contained on the **RAM IT Platform**. **RAM's** liability to the User as explained below remains unaffected by this.
- 12.3 **RAM** shall not be liable in respect of any loss, damage or damages however arising and whatever the cause, in particular pursuant to and in furtherance of these T&C's, the Users access to the **Website** or from the Users inability to access the **RAM IT Platform**.
- 12.4 **RAM** does not accept any liability for any acts or omissions resulting from the Users decision or opinion formed on the basis of the Users use of the **RAM IT Platform**. Use of the **RAM IT Platform** is at the Users **sole risk**. **RAM** shall not be liable for any loss or damage whatsoever and howsoever arising as a result of the Users use of or reliance on the information contained on the **Website** to the maximum extent permitted by **law**.
- 12.5 **RAM** does not guarantee that the **RAM IT Platform** will be compatible with all and/or any hardware and software which the User may use.
- 12.6 **RAM** does not guarantee that this **RAM IT Platform** will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information.
- 12.7 In order to protect the User, **RAM** reserves the right, at any time, to alter, replace or discontinue the service in whole or in part, without notice to the User, in which event **RAM** shall incur no liability whatsoever.



- 12.8 **RAM** shall not be liable to the User for any physical loss or damage to the Users computer as a result of the Users use of the **RAM IT Platform**, including any damage arising as a result of a **virus**. The User has the sole responsibility for adequate protection and back up of data and protecting the Users computer.
- 12.9 These T&C's do not exclude **RAM's** liability (if any) to the User for –
- 12.9.1 personal injury or death resulting from **RAM's Gross Negligence**;
- 12.9.2 fraud;
- 12.9.3 any matter which it would be illegal for **RAM** to exclude or to attempt to exclude **RAM's** liability.
- 12.10 **RAM's** liability to the User shall not in any circumstances include any business losses that the User may incur, including but not limited to indirect loss, consequential loss, lost data, lost profits or business interruption.
- 12.11 The User agrees to indemnify and hold harmless **RAM**, and **RAM's Personnel**, from and against any third party claim arising from or in any way related to the User's use of the **RAM IT Platform** or any other actions connected with use of any content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, **RAM** will provide the User with written notice of such claim, suit or action.
- 13 **DISCLAIMER**
- 13.1 Information and materials on this **RAM IT Platform** are appropriate for use in **South Africa** only. Users who access the **RAM IT Platform** from any other country do so on their own initiative. **RAM** does not offer its **Services** to anyone living and/or carrying on business outside **South Africa**.
- 13.2 Should a User attempt to utilize **RAM's IT Platform** and the User does not live and/or carry on business in South Africa, the User does so at the User's own risk. **RAM** shall not be liable to the User for any loss, harm or damage suffered by the User as a result of the User attempting to utilize **RAM's Services** whilst the User does not live and/or carry on business within **South Africa**.
- 14 **LINKS TO OTHER WEBSITES AND SERVICES**
- 14.1 **RAM's IT Platform** may contain links to other **Websites**, which are not under **RAM's** control.
- 14.2 These links are provided in order to enhance the interest of other featured content and are not intended to signify that **RAM** endorses or otherwise has any responsibility for the content of the linked IT Platform.
- 14.3 Should the User be directed to or make use of any external link on **RAM's IT Platform** to another IT Platform, such IT Platform is not subject to these T&C's.
- 14.4 **RAM** cannot be responsible for the protection and privacy of any information which the User provides. The User should exercise caution and look at the privacy statement applicable to the IT Platform in question.
- 14.5 The links to other sites are for the User's convenience and **RAM** does not accept any responsibility or liability for enabling the User to link to any other **Website**, for the contents of any other **Website**, for the security of any other **Website**, or for any consequence of the User acting upon the contents of such **Website**.
- 14.6 No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on **RAM's** IT Platform.
- 15 **WORLD WIDE WEB**
- 15.1 The contents of the **RAM IT Platform** are not directed to any person and/or individual living and/or carrying on business outside **South Africa**.
- 15.2 The availability of the **RAM IT Platform** is prohibited to said persons and/or individuals. Persons and/or individuals in respect of whom such prohibitions apply must not access the **RAM IT Platform**.
- 16 **GENERAL**
- 16.1 **Sole Agreement**
- 16.1.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 16.1.2 These T&C's supersede and replace all prior agreements, commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.



## 16.2 Amendment

16.2.1 No addition to, variation, or consensual cancellation of these T&C's shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

16.2.2 **RAM** reserves the right, in **RAM's** sole discretion, to amend these T&C's at any time, in any way and from time to time. **RAM** will publish the amended T&C's on the **RAM IT Platform**. These amendments shall come into effect immediately once published on the **RAM IT Platform**.

16.2.3 It is the User's responsibility to review these T&C's regularly and to ensure that the User agrees with any amendments to this Agreement. If the User does not agree with any amendments to these T&C's, the User may no longer use the **RAM IT Platform**.

## 16.3 Governing Law

16.3.1 These T&C's shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of South Africa which are applicable to Agreements executed and wholly performed within South Africa.

16.3.2 Any dispute arising out of the use or publication of **RAM's IT Platform** is subject to the exclusive jurisdiction of the courts of South Africa.

## 16.4 No Advice

The fact that **RAM** has made the **RAM IT Platform** content available to the User is neither a recommendation that the User enters into a particular transaction nor a representation that any **Service** described on the **RAM IT Platform** is suitable or appropriate for the User.

## 16.5 Connected Interests

Any company or individual connected to the **RAM Group**, including these entities Directors and Employees may have a position or interest in any **Service** recommended on this **RAM IT Platform**.

## 16.6 Severability

If any part of these T&C's is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the T&C's which shall continue to be valid and enforceable to the fullest extent permitted by **Law**.

## 16.7 Additional Terms

**RAM's IT Platform** is made available for public viewing on the basis that **RAM** exclude, to the extent lawfully permitted, all liability whatsoever for any loss or damage howsoever arising out of use of **RAM's IT Platform** or reliance upon the content of **RAM's IT Platform**.