

NIMBLE GROUP WEBSITE TERMS AND CONDITIONS

Last updated August 23, 2023

1. Introduction

We are Nimble ('Nimble Group', 'Nimble Credit Solutions', 'Nimble Special Opportunities', 'company', 'we', 'us' or 'our').

We operate the websites <https://nimblegroup.co.za>, <https://nsf.co.za>, <https://nimblecreditsolutions.co.za> (the 'website').

These terms and conditions govern your use of all our websites. By using these websites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our websites. The latest version on each website each time you access or use it, will apply.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

The privacy policy located at www.nimblegroup.co.za and its sub-domains (www.nsof.co.za; www.creditsolutions.co.za) is incorporated herein by reference and will prevail over these terms in case of any conflict. Please familiarise yourself with the terms before you use our websites.

2. Monitoring by Nimble Group:

Your use of the products and services on this Web site may be monitored by Nimble, and the resultant information may be used by Nimble for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization.

Our websites use cookies. By using our websites and agreeing to these terms and conditions, you consent to Nimble's use of cookies in accordance with the terms of Nimble's privacy policy / cookies policy.

3. Use of the websites

Nimble may offer you services and/or products from time to time and reserves the right to modify, replace or discontinue any existing service without prior notice to you.

You are permitted to store, display, analyze, modify, reformat, and print the information made available to you via these services only for your own use.

You acknowledge and agree that all right, title and interest in, and to, any Nimble intellectual property (including but not limited to any copyright, trademark, design, logo, process, practice, methodology which forms part of, or is displayed or used on the websites or the service including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital downloads, data compilations, page headers and software) is proprietary to Nimble and will remain vested in Nimble under all circumstances.

You agree that you will not at any time or under any circumstances acquire any rights of any nature in and to the Nimble intellectual property.

You are not permitted to publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Nimble. This includes:

- Framing our website or any pages of our website;
- Linking to our website in a manner other than through the homepage;
- Deep-linking to any other pages on our website in a way that would suggest that you own the intellectual property that belongs to us.

Nimble reserves the right, at any time and from time to time, in the interests of its own editorial discretion and business judgment to add, modify, or remove any of the information.

In addition:

- You are not permitted to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with the information.
- You may not (whether alone or in conjunction with any third party):
 - Alter, reverse-engineer, modify, circumvent, disable, amend, tamper with or change any part of the websites;
 - Alter, reverse engineer, modify, circumvent, disable, amend, tamper with or change any security features of the websites;
 - Infect the websites with any software, malware or code that may infect, damage, delay or impede the operation of the websites or which may intercept, alter or interfere with any data generated by or received through the websites;
 - Use any technology, including but not limited to crawlers and spiders, to search our Website or obtain information from our website.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without our express written consent.
- You must not use this website to transmit or send unsolicited commercial communications and may not use this website for any purposes related to marketing without our express written consent.

4. Restricted access

Access to certain areas of our websites is restricted. Nimble reserves the right to restrict access to other areas of this website, or indeed the entire websites, at our discretion.

If Nimble provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Nimble may disable your user ID and password in Nimble sole discretion without notice or explanation.

5. Login details, usernames and passwords

Should Nimble's websites from time to time make use of login functionality, you accept complete responsibility for the safekeeping of your usernames and passwords. You may not share your login details with any third party.

By entering your usernames and passwords (if applicable), Nimble is entitled to assume that the person using the websites is you.

You must familiarise yourself with the functionality of the websites. You are responsible for all internet data usage charges required to use any services or browse the website. Please check with your internet service provider for information on internet data usage charges.

You must follow the security procedures communicated by Nimble from time to time as well as such other procedures that may apply to the websites.

Nimble may at any time request that you provide documentary evidence in the required format to confirming your identity as the registered user of the websites (if applicable).

If you fail to follow the recommended security procedures, the confidentiality of your personal information may be compromised and may lead to unauthorised access to your account and information.

In the event that you are a business, you must ensure that only authorised employees have access to and are allowed to use the websites with your secure login details. You and/or your business are however then responsible for any action of those individual(s) (whether authorised or not) when they interact with our websites.

You undertake to ensure the safekeeping and confidentiality of all confidential information. You are responsible to keep all of your personal information, usernames and passwords up-to-date, secure and confidential and must notify Nimble immediately if there has been any breach of or if you suspect any breach of security or confidentiality.

6. Transmission and accuracy of information

Nimble is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.

Security measures have been implemented to ensure the safety and integrity of the websites. However, despite this, information that is transmitted over the Internet may be susceptible to unlawful access and monitoring.

Nimble gives no guarantee of any kind concerning the content on our websites. Nimble does not give any warranty (express or implied) or make any representation that any online service will operate error free or without interruption or that any errors will be corrected or that the content is complete, accurate, up to date, or fit for a particular purpose.

7. Deemed rules for sending and receiving electronic messages

You acknowledge that Nimble will primarily use e-mail and electronic notices on the websites, as Nimble's main communication tool for all communications relating to the websites, or these terms and conditions. Such communications may include the use of SMS (short message services), registered mail or telephonic advice.

You and Nimble hereby agree that the provisions of Part 2 of Chapter III of the Electronic Communications & Transactions Act 25 of 2002 are hereby excluded and that the following terms will apply when you (or any one acting on your behalf) and Nimble send each other electronic messages via any electronic means, including via the websites and its application forms and email ("communication system"):

- Where you make an offer to Nimble, an agreement is formed at the time Nimble sends you its written acceptance of your offer. An automated or manual acknowledgement of receipt of your electronic message shall not be deemed to constitute acceptance.

For you, all electronic messages will be deemed to have been sent from, and received at your specified e-mail address. An electronic message is deemed to have been sent:

- By you, at the time at which Nimble is capable of accessing such message;
- By Nimble, at the time shown on the electronic message as having been sent or, if not so shown, at the time shown on our computer system as having been sent.

An electronic message is deemed to be received:

- By you, once it becomes capable of being retrieved by you;
- By Nimble, once Nimble has confirmed receipt thereof or responded thereto, whichever is the earlier.

An electronic message shall be attributed:

- To you, if it purports to have originated from you, irrespective of the fact that someone else may have impersonated you or whether the electronic message sent to Nimble

resulted from an error or malfunction in the communication system, except if you can timeously satisfy Nimble otherwise before Nimble has acted upon the message.

- To Nimble, if it has been sent by a duly authorised representative and such representative acted within the scope of such authority or by an automated system programmed by Nimble and such system operated without error or malfunction.
- Unless otherwise provided for in these terms, confirmation of receipt of your electronic message is required to give legal effect to such electronic message.

8. Viruses

Nimble will take reasonable steps to exclude viruses from the websites, but cannot guarantee or warrant that any material available for downloading from Nimble's websites will be free from infection, viruses and/or other code that has contaminating or destructive properties and no liability is accordingly accepted for viruses.

You are responsible for and we recommended that you take your own precautions and implement sufficient procedures and virus checks (including running anti-virus software and other security checks) to satisfy your particular requirements.

9. Third Party Sites

Nimble provides certain hyperlinks to third party websites only as a convenience, and the inclusion of any hyperlinks or any advertisement of any third party on Nimble's websites does not imply endorsement by Nimble of their websites, their products, business or security practices or any association with its operators. You access those websites and use their products and services solely at your own risk.

10. Liability

Nimble will not be liable to you (whether under the law of contact, the law of delict or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- To the extent that the website is provided free-of-charge, for any direct loss;
- For any indirect, special or consequential loss; or
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Nimble has been expressly advised of the potential loss.

In addition, you agree that subject to applicable law, Nimble will not be liable for:

- Any interruption, malfunction, downtime, off-line situation or other failure of the websites or online services, Nimble's system, databases or any of its components, beyond Nimble's reasonable control;
- Any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of Nimble's system, third party systems, power failures, unlawful access

to or theft of data, computer viruses or destructive code on Nimble's system or third party systems or programming defects;

- Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers; internet service providers, electricity suppliers, local authorities and certification authorities; or any event over which Nimble has no direct control.

Neither you nor Nimble, nor Nimble's IT personnel, will be held liable for any failure to perform any obligation to the other due to causes beyond your, Nimble or Nimble's IT personnel's respective reasonable control, including lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom Nimble is not responsible (including telecommunications and internet service providers) or acts of government or other competent authorities.

You indemnify and hold Nimble harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the websites, or the use of information and/or images available on the websites, whether due to Nimble's negligence or not.

You agree that your sole and exclusive remedy for any dispute of any nature with Nimble in relation to your use of the websites, is to stop using the websites.

11. Warranties and Representations

This website is provided "as is" without any representations or warranties, express or implied.

Nimble makes no representations or warranties in relation to this website or sub-domains, or the information and materials provided on these.

Without prejudice to the generality of the foregoing paragraph, Nimble does not warrant that:

- This website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or non-misleading.

The website and its content are used at your own risk.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

You warrant to and in favour of Nimble that:

- You are 18 years or older; or
- You have the legal capacity to agree to and be bound by these terms; and

- The terms constitute a contract valid and binding on you and enforceable against you.

Each of the warranties given by you will:

- Be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in the terms;
- Continue and remain in force irrespective of whether any account (where applicable) is active, suspended or cancelled;
- Be deemed to be material.

12. Nimble information in terms of Section 43 of the electronic communication and transactions act:

- **Site owner:** Nimble Group (Pty) Ltd (“Nimble”).
- **Legal status:** Nimble Group is a private company, duly incorporated in accordance with the laws of South Africa.
- **Nimble Group Registration No:** 2008/017612/07.
- **Nimble Group Directors:** Rowan Gordon, Trevor Jacobs, Haroon Borhat, Henk Beets, Mcebisi Hubert Jonas, Patrick Smart.
- **Description of main business of Nimble Group:** Credit and capital solutions.
- **Telephone number:** +27 21 830 0750.
- **E-mail address:** info@nimblegroup.co.za
- **Website addresses:** <https://nimblegroup.co.za>, <https://nsf.co.za>, <https://nimblecreditsolutions.co.za>.
- **Physical Address:** 35 Brickfield Road, Woodstock, Cape Town 7925.
- **Postal Address:** Private Bag X1, Woodstock, 7915.
- **Registered Address:** 35 Brickfield Road, Woodstock, Cape Town 7925.

13. Severability

Any provision of these terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these terms will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of these terms, without invalidating the remaining provisions of these terms or affecting the validity or enforceability of such provision in any other jurisdiction.

14. Entire agreement

These terms and conditions constitute the entire agreement between you and Nimble in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

15. Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the South African laws, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of South Africa.

16. Waiver

Failure or neglect by Nimble to enforce any of these terms, will not be construed as a waiver of its rights, nor will such failure or neglect in any way affect the validity of the whole or any part of these terms, nor prejudice the rights of Nimble to take subsequent action.