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# CANNON ASSET MANAGERS

## PRIVACY AND DISCLAIMER

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We may combine the personally identifiable information you provide Cannon Asset Managers with other information about you that is available to us, including website usage information and information from other sources. We may use this information to inter alia enable us to improve your experience on the website, to improve and develop new products, features and services, to provide marketing with aggregate information about our userbase and usage patterns, to allow us to personalise the advertising users see based on their personal characteristics or preferences and for other purposes. We may share such information with third parties to help us improve our content and for the purposes as aforesaid.

In addition, we may disclose any information about you to other third parties, as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or any other activity that is illegal or may expose Cannon Asset Managers to legal liability, or in connection with merger or consolidation activities of Cannon Asset Managers. We reserve the right to contact you at any time regarding any problems or questions as well as to notify you of changes to our Privacy Policy, or to other policies or terms that affect you and your use of the website, and to share your information in order to enforce our policies and terms governing the website.

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## GENERAL

These terms constitute the sole record of the agreement between you and Cannon Asset Managers in relation to the subject matter hereof. Neither you nor Cannon Asset Managers shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Cannon Asset Managers in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms shall be binding upon either you or Cannon Asset Managers unless agreed to by Cannon Asset Managers. No indulgence or extension of time which either you or Cannon Asset Managers may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

Cannon Asset Managers shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms of use to any third party.

All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms shall remain in full force and effect.

Should Cannon Asset Managers be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Cannon Asset Managers is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than thirty days after it has first occurred then Cannon Asset Managers shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you.

An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any telecommunications line and/or unavailability of any telecommunications facilities, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with these terms or any matter related to or in connection therewith.