

GENERAL TERMS & CONDITIONS

Application

These Terms and Conditions apply to all the Websites (collectively referred to as the "Websites") owned and/or administered by **MPF MANAGEMENT SERVICES (Pty) Ltd, the SENTINEL MINING INDUSTRY RETIREMENT FUND, MINE EMPLOYEES PENSION FUND** (collectively referred to as "MPF", "we", "us" or "our") as well as all other Websites that are hyperlinked to these terms and conditions.

These Terms and Conditions govern use of the Websites, as well as of the Fund's hyperlinks and constitutes an agreement between users (referred to as the "user", "you" or "your") and the owner and/or administrator of the Website (referred to as "MPF", "we", "us" or "our").

These Terms and Conditions are applicable to all users, irrespective of whether they are visiting the Websites, transacting by way of the Websites, or have an existing contractual or other legal relationship with us. Accordingly, there may be other contractual or other legal documents, which must be read in conjunction with these Terms and Conditions. The relationship between these various contractual and other legal relationships and documents is dealt with below.

1. License to Access and Use the Websites

We grant to you a revocable, non-exclusive, non-transferable, limited permission to access, use and display the Websites and the materials provided on them solely for the purposes specifically described in these Terms and Conditions and so long as you comply with these Terms and Conditions. If you do not agree with these Terms and Conditions you must terminate access to the Websites.

2. Governing Provisions

2.1 The provisions of –

- 2.1.1 The Electronic Communications and Transactions Act of the Republic of South Africa, (ECT Act).
- 2.1.2 The Sentinel Mining Industry Retirement Fund Rules and the Mine Employees Pension Fund Rules (collectively referred to as the "Funds' Rules"), in respect of those users governed or having rights or obligations under the Funds' Rules;
- 2.1.3 Any written contractual relationship between us and a user;
- 2.1.4 The General Terms and Conditions applicable to any product or service provided by us by means of the Websites to users who are entitled under the Fund's Rules to receive such product or service and who have completed the necessary application forms and procedures (referred to as "Services")

2.1.5 Our E-Mail Disclaimer (www.mpf.co.za/disclaimer/disclaimer.htm) and our Internet Privacy Policy (www.mpf.co.za/privacy/privacypol.htm); and

2.1.6 Notices posted on the Website or sent to the user by post, fax, e-mail or other means,

shall apply equally in these General Terms and Conditions and be incorporated into these General Terms and Conditions by reference.

2.2 These General Terms and Conditions shall be interpreted so that all the provisions are given as full effect as possible. In the event of a conflict between any provisions of these General Terms and Conditions and the other documents referred to above, the following precedence ranking shall apply, unless specifically stated otherwise in these General Terms and Conditions or in such document –

Document	Precedence Ranking
Fund's Rules (Sentinel Mining Industry Retirement Fund and Mine Employees Pension Fund)	1
Written contract between us and a user	2
Terms and Conditions relating to Services	3
These General Terms and Conditions, incorporating our E-Mail Disclaimer and Internet Privacy Policy	4
Notices to users	5

2.3 You hereby grant us the authority to issue notices required in terms of these General Terms and Conditions, the Fund's Rules, legislation or subordinate legislation (as the case may be) by posting such notice on the Websites or sending such notification by post, fax, e-mail or other reliable means of delivery. Any notices so issued by us shall, as far as they contain contractual terms also form part of these Terms and Conditions.

2.4 These Terms and Conditions may be amended by us from time to time. You acknowledge that by accessing the Websites from time to time, you shall become bound to the current version of the Terms and Conditions (the "current version") and, unless otherwise stated in the current version, all previous versions shall be superseded by the current version. You undertake to view the then current version each time you use the Websites.

2.5 A certificate signed by the administrator responsible for the maintenance of the Website (whose authority it shall not be necessary to prove) shall be prima facie proof of the first date of publication, withdrawal or contents of the current version and all previous versions of these General Terms and Conditions, as well as all notices.

3. **Services**

- 3.1 These Terms and Conditions govern your rights and obligations in respect of your access to and use of the Websites.
- 3.2 Provision of the Services are subject to the Fund Rules and the provisions of the relevant Service Agreement, which sets out the terms and conditions applicable to that Service. All access to the Services is subject to you completing the relevant application forms and following the specified application procedures. We have the right to reject your application for the Services without stating reasons therefore.
- 3.3 Only persons entitled to receive the Services in terms of the Fund Rules and who have duly registered for the Services and who have concluded the relevant Service Agreement are entitled to gain access to and use the Services.

4. **No Professional Advice**

- 4.1 We do not act as a financial advisor or investment advisor to users in terms of the Financial Advisory and Intermediary Services Act (FAIS Act). All material published on the Website (the “material”) is only intended to provide general information regarding us, our services and status of membership for users and does not constitute professional advice of whatever nature.
- 4.2 All material including, without limitation, research, opinions, figures, prices, projections or other content are provided “as is”, should not be considered as advice, and the user should not place reliance thereon in taking actions which might affect his or her personal finances without contacting us directly.
- 4.3 The Websites may now, or hereafter from time to time, contain certain statements or information with respect to –
 - 4.3.1 the projection of fund values, funding level of Fund (pensioner pool), market value of assets, revenues, income, earnings or other financial items; or
 - 4.3.2 objectives and/or projections; or
 - 4.3.3 future economic performance.

We advise you to exercise caution with regard to such projections, as they are merely predictions and actual events or results may differ materially.

5. **No Offer**

No material contained on the Website should be construed as an offer of whatever kind made by us.

6. Privacy

The respective rights and obligations applicable to both you and us in respect of privacy are governed by the applicable privacy legislation and provisions of the Internet Privacy Policy. We shall not be liable for any indirect damages resulting from a breach of the Internet Privacy Policy nor for damages arising from our negligent conduct, or that of our employees or agents for whom we are vicariously liable (including gross negligence). Any claim for damages due to an intentional breach of the Internet Privacy Policy shall be limited to the direct, actual damages suffered by you as a result of our breach or an amount of R1 000.00 (one thousand Rand) per person or per single incident of breach, whichever is the lower. This is the exclusive remedy to which you are entitled.

7. Third Party Information

We may make use of the services of third parties to provide information on the Websites from time to time. If this is done, we will have little or no control over this information and make no representations or warranties of any nature as to the accuracy, appropriateness or correctness of such information. Such information is provided "as is" from the relevant third party and you agree that we shall not be directly or indirectly liable for any damages that may arise from you relying on such information.

8. Links

8.1 The Websites may contain links to other websites, web pages or other Internet based content or services or references to content or services not Internet based. Unless the website, web page, content or service to which we have provided a link is owned, administered or otherwise offered by us and is subject to the provisions of these Terms and Conditions, we shall have no responsibility or liability for the content or services provided, which remains with the relevant content or service provider.

8.2 The existence of a link or reference from the Website to any other website, web pages or other content or service does not constitute our endorsement, recommendation or approval.

9. Hyperlinks; Deep Linking; Crawlers, Metatags and/or any other means or device that may be used for creating links.

9.1 You may not hyperlink, frame, metatag or create a similar reference, whether electronically or otherwise (collectively referred to as "link"), to the Websites or any subsidiary pages within the Websites without our prior written approval and subject to such conditions as we may specify from time to time.

9.2 Any request to link to the Websites must be submitted to webadmin@mpf.co.za and we will attempt to respond to such request, however, in the absence of a specific written approval,

no deemed approval shall be implied from any such application or from our failure to take action to compel you to remove any existing link.

- 9.3 Breach of the provisions of this Clause 9 shall give us the right to take appropriate legal action against unauthorised linking without prior notice and by linking without authority you agree to reimburse the costs associated with such legal action on an attorney and own client scale.

10. **Intellectual Property**

10.1 We retain all Intellectual Property rights, including copyright, in all material owned or licensed by us and published, displayed or otherwise available on or via the Websites (including brochures, documents, logos and other graphics). You are authorised to view such material, download one copy to a local hard drive or disk, print the material and make copies of such printouts, provided that –

10.1.1 such material is not sold or sub-licensed in any way;

10.1.2 the origin of the material and our rights as owner or licensee thereof must be acknowledged and all identifying marks or references must be retained; and

10.1.3 other than the limited rights set out above, you shall have no additional right, title or interest in any such material.

10.2 The logos and marks displayed on the Website are our registered and unregistered trademarks and/or those of acknowledged third parties. Nothing should be construed as granting any licence or right to use any trademark without our written permission and/or the permission of such third parties.

11. **Risks Associated with Transmission of Information**

11.1 Information transmitted via the Internet (including e-mail) is susceptible to both lawful and unlawful access, interception and/or monitoring. Such information may also become corrupted, distorted or may not be received.

11.2 You agree to assume the risks of transmitting information in this manner (including the risk of non-delivery of information or delivery of corrupted or otherwise incorrect information) and under no circumstances will we be liable for any loss, harm or damage suffered by you as a result thereof.

11.3 We reserve the right to request reasonable verification of any information transmitted via the Website or e-mail.

11.4 You should not assume that we have received any information or communication until we acknowledge receipt thereof and the provisions of our e-mail disclaimer will apply.

11.5 You are responsible for obtaining access to the Websites, including supplying or otherwise obtaining the use of all necessary hardware, software and facilities (including telecommunication facilities or public Internet facilities) for such purpose. You are also responsible for your own privacy and security while using the Internet, including privacy and security when using public Internet facilities. We shall have no liability owing to the use of hardware, software or facilities provided or otherwise used by you or due to any breach of your privacy or security not caused by our intentional conduct.

12. **No Warranties or Representations**

Subject to Clause 2 above –

12.1 these Terms and Conditions evidence the sole terms and conditions governing your access to and use of the Websites; and

12.2 you acknowledge and agree that any warranties, statements or representations of whatever nature and in whatever form, including promotional materials, made by us, our employees, agents or advisors and which are not evidenced in these Terms and Conditions shall not be valid and enforceable and you shall not be entitled to hold us liable for any such warranty or representation, whether made prior to, during or after concluding the Terms and Conditions.

13. **Disclaimer and Limitation of Liability**

13.1 The Website and the Services are provided "as is" and we make no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing –

13.1.1 we do not warrant that the Website or Services will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality;

13.1.2 we expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, technological compliance, non-infringement, compatibility, security and accuracy.

13.2 Use of the Websites and the Services is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use hereof. Unless otherwise provided in law, neither we, nor our trustees, shareholders, management, agents, consultants or employees (as applicable) will be liable for any damages whatsoever relating to the use of the Website, the Services or the information contained therein, including, without limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute, delict or otherwise. Without derogating from the generality of the foregoing, we shall not be liable for –

- 13.2.1 any interruption, malfunction, downtime or other failure of the Websites, Services, databases or any component part thereof for whatever reason;
- 13.2.2 any loss or damage with regard to your data or other data directly or indirectly caused by malfunction of our systems, power failures, unlawful access to or theft of data, computer viruses; programming defects or negligence;
- 13.2.3 any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as public switched telecommunication networks, value-added network services (such as Internet service providers), electricity supply, utilities and certification services; and
- 13.2.4 an event of force major or any other event over which we have no direct control.

14. Complaints and Disputes

- 14.1 Any complaints, queries and disputes (in respect of these terms and Conditions, the Website, the Service or otherwise) should be directed to the Compliance Officer, MPF House, 32 Princess of Wales Terrace, Sunnyside Park, Parktown, 2193.
- 14.2 If the complaint, query or dispute cannot be resolved within 10 (ten) business days of having been referred in terms of Clause 14.1, then the complaint, query or dispute will be deemed to be a dispute between you and us and will be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") (www.arbitration.co.za).
- 14.3 The arbitrator shall be appointed by AFSA and the unsuccessful party shall pay the costs of arbitration. Only you and your representative(s) and we and our representative(s) may attend the arbitration. Both you and we shall keep the fact that a dispute has arisen, the record of the arbitration proceedings, as well as the arbitrator's decision, confidential.
- 14.4 Notwithstanding the above provisions, we retain the right to institute action in any court of law having jurisdiction to obtain urgent, interim relief or to collect outstanding debts due and payable by you.\

15. Availability of Websites

We may, in our sole discretion, at any time suspend or terminate the operation of the Website and/or the Service, without prior notice to you and without the need to provide you with reasons.

16. **General**

- 16.1 The headings of the clauses in the Terms and Conditions are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of the Terms and Conditions nor any clause hereof.
- 16.2 Where any dates, time or calculation of same are required in terms of the Terms and Conditions, the International Standard Time GMT plus two hours shall be used.
- 16.3 Failure or neglect to enforce at any time any of the provisions of these terms and Conditions or the grant, whether express or implied, of any leniency or latitude, shall not be construed nor shall be deemed to be a waiver of our rights nor in any way affect the validity of the whole or any part of the Terms and Conditions nor prejudice our right to take subsequent action.
- 16.4 In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition, or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law.
- 16.5 The conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.
- 16.6 Subject to Clause 2 above we chose the physical address set out in Clause 14.1 above for the purposes of receiving legal service of any formal notices or court process.