



ALPHA FUNDER (PTY) LTD. TERMS OF USE

This is our legal section, here you will find a comprehensive record of our terms, conditions, and policies. As a user of the Website, it is essential that you familiarize yourself with all our Policy documents.

For further assistance in this regard, please feel free to contact our customer service team at support@alphafunder.io, available from during business hours 08:00 to 19:00, Monday to Saturday.

The terms, conditions and policies of our website being www.alphafunder.io ("Website") will apply automatically when you access the Website. This will include the instances you make us our services, products and/or engage in our offerings or promotions, in doing so you signify your automatic acceptance of these terms, conditions, and policies as well as your understanding thereof. We ask that you read these terms and conditions carefully.

1. Acceptance of terms

By accessing and using this Website, you agree to accept, without alteration, qualification or limitation, the terms and conditions contained within our terms, conditions and policy documents (the "terms and conditions").

2. General information

2.1 For your convenience, we have listed below some general information about ourselves:

- 2.1.1. "We", "our", "us", "our Company", shall mean to Alpha Funder (Pty) Ltd with registration number is 2024/221857/07.
- 2.1.2. Our Company is registered in terms of the laws of the Republic of South Africa with a registered address at 266 Brooks Street, Brooklyn, Pretoria, South Africa 0181.
- 2.1.3. We are the owner and intellectual property rights holder of this Website as well as the underlying domain.

3. Interpretation

- 3.1. These terms and conditions shall override any contrary terms or conditions published by us or appearing on this Website in relation to any order placed by you with us.
- 3.2. The terms of our Privacy Policy shall be deemed to be incorporated into these terms and conditions and shall form an integral part of these terms and

conditions. We reserve the right to amend our Privacy Policy from time to time with or without notification to you.

- 3.3. We further reserve the right to amend these terms and conditions. Should we choose to do so, we will post our updated terms and conditions on this Website.
- 3.4. Any amendments to our Privacy Policy and to these terms and conditions will not have any retrospective effect.
- 3.5. In addition to these terms and conditions and our Privacy Policy we have also made available our Manual in accordance with Section 51 of the Promotion of Access to Information Act 2 of 2000. For a copy of the Manual, please click [here](#).

4. Website availability

While we will use all reasonable endeavours to make the Website and our associated services available at all times, we cannot guarantee that they will operate and function without issue or interruption.

5. Condition of access and use of Website

- 5.1. You understand and acknowledge that the Website together with all intellectual property used or displayed therein is owned exclusively by us.
- 5.2. Your access to and use of the Website is solely at your own risk, which risk you voluntarily accept.
- 5.3. You represent and warrant that you are of sound mind and possess the legal right and ability to access this Website and to be bound to these terms and conditions and to use this Website in accordance with all terms and conditions contained herein.
- 5.4. You promise to us that you are old enough and thus competent to legally enter into binding contracts of whatsoever nature through this Website and you know you will be responsible for all transactions concluded by you when using your login information.
- 5.5. We make no representation, warranty, promise of undertaking of whatsoever nature about the reliability, stability or virus free nature of the Website nor other material that may be displayed herein.
- 5.6. To the maximum extent permitted by applicable law, we disclaim all representations, warranties, promises, undertakings or covenants relating to the material, data, information, software, products and services contained in the Website. All such material, data, information, software, products and services are provided "as is" without representation, warranty, promise of undertaking of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 5.7. In no event will we be liable for any direct, special, indirect, incidental, consequential (including loss of revenue or profits, among other things), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, delict, negligence, strict liability or otherwise) arising out:

- 5.7.1.** Any transaction concluded between you and us pursuant to these terms and conditions;
 - 5.7.2.** Access to, or use of this Website, or delay or inability to access or use this Website, or any information contained in this Website;
 - 5.7.3.** Errors in any pricing and/or information contained on this Website; or
 - 5.7.4.** The availability and utility of the transaction and payment mechanism and/or any information contained therein.
 - 5.7.5.** Nothing in the above limitation of liability shall exclude liabilities not permitted to be excluded by applicable law.
- 5.8.** You agree not to post or transfer to our Website (nor include in any message) any material which is misleading, obscene, inaccurate, defamatory or illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs of whatsoever nature incurred as a result of a breach of your obligation under this 5. including, but not limited to, any claims made against us by any third party.
- 5.9.** In consideration of agreeing to your use the Website, you acknowledge that the ownership in any intellectual property rights to the Website belongs and remains exclusively property of ours. Accordingly, any part of this Website (or its source HTML code) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilising this Website, meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its content.
- 5.10.** You may not link this Website to any other website. Furthermore, we do not make any warranties, representations or undertakings about the content of any other website which may be referred to or accessed by hypertext link with this website, and we do not endorse or approve the content of such third-party websites.
- 5.11.** As a condition of use of this Website, you agree to indemnify us from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting from your use of this Website, including without limitation any claims alleging facts that if true would constitute a breach by you of these terms and conditions.
- 5.12.** You agree to not use the Website, without limitation for the following purposes:
 - 5.12.1.** Harm, or intend to harm or interfere to whatsoever extent the operation of computers belonging to other users and/or the public and software, including, without limitation, by uploading, downloading or transmitting or causing transmission of corrupt files or computer viruses;
 - 5.12.2.** Violate the rights of others as defined by the applicable laws.
 - 5.12.3.** Violate or cause the violation of any intellectual property rights and privacy rights;
 - 5.12.4.** Transmit, post, or otherwise distribute undisclosed information or trade secrets, or other confidential or protected information and material of any third party;

- 5.12.5. Distribute, download or upload files in violation of the applicable laws;
- 5.12.6. Attempt to Interfere with or interfere, disrupt the functioning of the Website or its servers, networks and any services connected thereto by any means including overloading, “spamming”, “crashing” or “flooding” the Website;
- 5.12.7. Transmit, recreate license, distribute, sell or transfer any material, data or works obtained from the Website;
- 5.12.8. Falsify login details or provide false personal information or misrepresent one’s identity or authority to act; or
- 5.12.9. Contravene or otherwise violate the provisions of the terms and conditions by any manner whatsoever.

6. Jurisdiction

The use of the Website by you, as well as all services, products offerings and/or material contained therein is subject to the laws of the Republic of South Africa. You agree to the non-exclusive jurisdiction of the South African High Court, South Gauteng Division at Pretoria. We however reserve the right to bring any such proceedings to any court which may have jurisdiction.

7. Complaints

If you have any complaints regarding the Website and or material used therein, or if you are otherwise dissatisfied with our services and products, or you have any complaints, please contact us at Email support@alphafunder.io