

Motus Website Terms and Conditions

Your use of the Motuscorp Website and your use of and reliance on Website Data or any part thereof is at your own risk. You remain solely responsible for your instructions, the use of your password, and the lawfulness and soundness of any decision you make or action you take as a result of your use of the Motuscorp Website, the Services and the Website Data.

Disclaimer

Own Reliance

The user of this service remains responsible for ensuring adequate protection and back-up of data and for taking reasonable and appropriate precautions against viruses and other malicious programs.

Indemnity

Without prejudice to any of the rights of Motus Corporation at law or under these Terms, you will have no claim against and hereby indemnify Motus Corporation, its directors, employees, agents, representatives or Affiliated Companies against any loss or damages of whatever nature and howsoever arising which Motus Corporation or any third party may suffer or incur arising out of your use of the Website Data, the Services and/or the Motuscorp Website, including without limitation:

any breach by you of these Terms, including your use of the Motuscorp Website for any purpose that is unlawful under South African law, International law or the law of any jurisdiction applicable to you;

any action taken by Motus Corporation pursuant to your instructions or instructions that purport to emanate from you in the manner described above;

any loss of business, profits, opportunity and/or data; and

any action taken or decision made by you in reliance on the Website Data.

Motus Corporation will not be liable to you or any third party and you hereby waive whatever claims you may have against Motus Corporation, its directors, employees, agents, representatives or Affiliated Companies for any expense, loss or damage of whatever nature that you may suffer or sustain as a result of or arising from:

any errors, omissions or corruption of information including any errors that may occur as a result of changes in applicable legislation and/or any inaccuracy or error occurring in respect of your Offer or any Registration or Application Form;

any unavailability of the Motuscorp Website or Services for whatever reason, including the failure or delay by any third party service providers to render any service necessary to ensure the availability of the Motuscorp Website;

any virus or any illicit or malicious computer system program that attaches itself to and infects, corrupts or destroys other programs or systems;

any unauthorised access by third parties to the Motuscorp Website or Website Data or the interception of communications between us;

any failure, errors or delay in receiving or acting on your Instructions or stopping or cancelling any transaction;

any failure, errors or delay in making available or transmitting Registration Confirmations or Contract Conclusion Confirmations to you.

You acknowledge and agree that Motus Corporation provides this Portal for free and the Value-Added Services at a nominal fee in reliance upon this Disclaimer and that the provisions of this Disclaimer are material to the agreement between us and will survive the termination of these Terms for whatever reason.

No warranties

While Motus Corporation makes every reasonable effort to ensure that this website is available 24/7 and that the Website Data and other information we make available to you via the Motuscorp website is reliable, complete and up-to-date or, where applicable, is compiled from sources we believe to be reliable and accurate, complete and up-to-date, the Motuscorp website and all its content, together with the Services, are provided "as is".

Save as set out in these Terms, Motus Corporation makes no representations and provides no warranties or guarantees of whatever nature regarding the Motuscorp Website, its availability, content and/or the Services. In particular, Motus Corporation does not warrant or guarantee

the accuracy, completeness, validity, timeliness or reliability of the Website Data or its fitness for use in any jurisdiction; or

the error free use, secure use and/or availability of the Motuscorp website