## WEBSITE TERMS OF USE

- 1. Ownership of Site; Agreement to Terms of Use
  - 1.1. These Terms and Conditions of Use (the "Terms of Use") apply to the website located at: <u>https://platcorpgroup.com/</u> (the "Site").
  - 1.2. The Site is the property of Platcorp Holdings Limited ("Platcorp") and its licensors.
  - 1.3. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.
  - 1.4. These Terms of Use are a binding legal agreement between you and Platcorp.
  - 1.5. Platcorp may transfer this agreement, its rights and obligations to another party. When this happens, Platcorp shall notify you in writing and ensure that such transfer does not affect your rights of use.
- 2. Changes to These Terms and to The Site
  - 2.1 Platcorp reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time.
  - 2.2 It is your responsibility to check these Terms of Use periodically for changes.
  - 2.3 Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

## 3. Privacy

- 3.1. Platcorp's *Data Privacy Statement* applies as you use the Site. Its terms are made a part of these Terms of Use by this reference.
- 3.2. Platcorp will only use your personal information in line with its Data Privacy Statement.
- 3.3. To view Platcorp's Data Privacy Statement, click here .....
- 4. Passwords and Security
  - 4.1 Certain features of the Site may require you to choose or cause you to be provided with a user identification code, password or any other piece of information as part of our security procedures. Such information ("Log-ins") must be treated as confidential.
  - 4.2 You are entirely responsible for maintaining the confidentiality of your log-ins including any activity that occurs from the access of your log-ins and as a result of your failing to keep the information safe and secure.
  - 4.3 You agree to notify Platcorp immediately at <u>info@platcorpgroup.com</u> of any breach to the security of your log-ins.
  - 4.4 You may be held liable for losses incurred by Platcorp or any other user of or visitor to the Site due to someone else using your log-ins.

## 5. Our Intellectual Property

- 5.1 Platcorp retains all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the Site.
- 5.2 The logos and trademarks shown on the Site are Platcorp's registered and unregistered trademarks and that of its third parties.
- 5.3 Nothing on the Site should be construed as granting any licence or right to use any trademark without Platcorp's written permission and/or that of its third parties, as the case may be.

- 5.4 You may not, without Platcorp's written permission, use its intellectual property or that of its third parties.
- 5.5 You are authorized to view and download one (1) copy to a local hard drive or disk, print and make copies of such printouts, provided that:
  - 5.5.1 The material is used for considering use of the Site and for no other commercial purposes; Any reproduction of Platcorp's material from the Site or portion of it must acknowledge Platcorp's status as the authors and/or owners of the material on the Site.
- 6. Information Feeds
  - 6.1 Platcorp may use the services of other organizations to provide information on the Site.
  - 6.2 Platcorp has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness.
  - 6.3 You agree that such information is provided "as is" as Platcorp will not be directly or indirectly liable for any damages that may arise from your reliance on it.
  - 6.4 If you wish to complain about content on the Site, please contact Platcorp at <a href="https://platcorpgroup/contact-us/">https://platcorpgroup/contact-us/</a>
- 7. Linked Third Party Sites
  - 7.1 The Site may contain links to other websites with information and material produced by other parties.
  - 7.2 While Platcorp may try to provide links only to reputable websites, it cannot accept responsibility or liability for the information provided on other websites.
  - 7.3 A link from the Site to any other website does not mean that Platcorp has scrutinized or endorsed the owners or administrators of the websites or their business or security practices or operations.
- 8. Termination, Suspension and Limitation
  - 8.1 Platcorp may modify, suspend or discontinue the Site, whether temporarily or permanently, without notice.
  - 8.2 Platcorp may also impose limits or conditions on the right to certain features or functions and may restrict access to parts of or all of the Site.
  - 8.3 While the Site is provided free of charge, Platcorp does not guarantee that it will always be available and/or uninterrupted.
- 9. Limitation of Liability
  - 9.1 Except where prohibited by law, in no event will Platcorp be liable to you for any direct, consequential, exemplary, incidental or punitive damages, including lost profits, even if Platcorp has been advised of the possibility of such damages.
  - 9.2 This limitation of liability shall extend to Platcorp's affiliates, shareholders, agents, consultants and/or employees who shall not be liable for any damages whatsoever relating to your use of the Site, the information on the Site or your inability to use the Site.
- 10. Indemnity
  - 10.1. You agree to hold Platcorp, its officers, directors, shareholders, employees and affiliates harmless from any claims, demands, loss, liability or expenses (including attorney's fees), made against Platcorp by any third party due to or arising out of or in connection to your use of the Site.
- 11. Violation of These Terms of Use

- 11.1 You agree that Platcorp may, in its own discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if it determines that you have violated these Terms of Use or other agreements or policies which may be associated with these Terms of Use.
- 11.2 You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Platcorp, for which monetary damages would be inadequate, and you consent to Platcorp obtaining any injunctive or equitable relief that it deems appropriate or necessary in such circumstances.

## 12. Governing Law; Dispute Resolution

12.1 These Terms of Use will be governed and construed in accordance with the law of the Republic of Mauritius without reference to any conflict of law provisions.