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1. These Terms and Conditions of Use ("**Terms**") are intended to constitute a binding agreement that conditions your use of the websites of Qantara Private Capital (Pty) Ltd. (together with its subsidiaries and affiliates, "Qantara Private Capital", "we", "us" and "our") including Qantara Private Capital.com, and any sites that are automatically redirected to them (collectively, the "**Sites**").
2. By using the Sites, you acknowledge that you have read these Terms and use, and you agree to be bound by them without limitation or qualification. If you do not agree to these Terms, do not use the Sites.
3. Qantara Private Capital' privacy policy constitutes part of these Terms and is hereby incorporated by reference. Qantara Private Capital reserves the right, at its discretion, to change these Terms at any time without prior notice. The revised Terms will become effective at the time of posting, and any use of the Sites after the effective date constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, do not continue to use the Sites. We suggest that you review these Terms periodically for changes.
4. Qantara Private Capital will not treat users of the Sites as its clients by virtue of their accessing the Sites. Nothing contained in these Terms is intended to modify any other written agreement you may have with Qantara Private Capital, if any, that may be in effect. In the event of any inconsistency between these Terms and any other written agreements with Qantara Private Capital, the terms of the other written agreements shall prevail. Additional terms and conditions of use may be applicable to password-restricted areas of the Sites.

Disclaimer and Limitation of Liability

1. Nothing contained in the Sites constitutes investment, legal or tax advice. Neither the information, nor any opinion contained in the Sites constitutes a solicitation, offer or recommendation by Qantara Private Capital, any of its affiliates or any fund or other entity managed directly or indirectly by any of the foregoing, to buy or sell any partnership interest, securities, futures, options or other financial instruments. The information on the Sites is provided for informational purposes only, is solely product-related and does not take into account any personal circumstances and does not qualify as general or personal investment recommendation or advice. You are solely responsible for evaluating the information provided on the Sites and any decisions based on such information. As a condition of accessing the Sites, to the fullest extent permissible pursuant to applicable law, you agree to hold Qantara Private Capital and its officers, directors, managers, partners, members, stockholders, employees, affiliates and agents harmless from and against any claims whatsoever and of any nature for damages arising from any decisions that you make based on such information.
2. The Sites and all information and materials contained therein are provided "as is" and on an "as available" basis without warranties of any kind (either express or implied). Qantara Private Capital makes no warranty that the Sites will be uninterrupted, reliable, error-free, virus-free, malware-free, current, accurate or complete, or will meet your expectations or requirements. You agree that temporary interruptions of the Sites may occur and we have no control over any third-party networks in connection with our services or any delays or disruptions of network transmissions. We are not responsible for any typographical errors or omissions. To the fullest extent permissible pursuant to applicable law, Qantara Private Capital and its affiliates disclaim any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement and fitness for a particular purpose.
3. To the fullest extent permitted by applicable law, Qantara Private Capital and its affiliates shall not be liable in any respect for any damages whatsoever arising from use or inability to use the Sites or materials

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Restrictions on Use of Sites and Sites Materials:

1. By accessing the Sites, you are hereby granted a limited, revocable, non-exclusive, non-sublicensable, personal license to access and use the Sites for your informational purposes only. This license is subject to your compliance with these Terms, the Privacy Policy and all other posted terms and conditions on the Sites. You may not reproduce, publicly perform, publicly display or distribute any information and materials available on the Sites except as otherwise expressly authorized on the Sites, or copy, modify or make any derivative works of the Sites or information or materials available on the Sites, in whole or in part. This license will terminate immediately upon your unauthorized use of the Sites or any information or materials available on the Sites. All rights not expressly granted to you in these Terms are reserved.
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3. You agree not to:
 1. "flood," "spam," "mailbomb" or overload any of the Sites or otherwise take any action that may result in damage, impairment or overload of any of the Sites' infrastructure;
 2. use any device, software or routine to attempt to interfere with any of the Sites' functionality or appearance;
 3. data mine, data scrape or otherwise attempt to use any software, device, tool or technique (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search any of the Sites to harvest, extract or collect information from the Sites;
 4. attempt to decompile, disassemble or reverse-engineer any of the Sites' source code or software;
 5. impersonate any person or entity other than yourself or create a user account for anyone other than yourself;
 6. create another user account without permission if Qantara Private Capital has suspended or terminated your user account;

7. use the Sites to violate anyone's rights or applicable laws or regulations or do anything malicious, misleading, defamatory, libelous, abusive, fraudulent, deceptive or discriminatory;
 8. assist or encourage violations of these Terms, the Privacy Policy or applicable laws or regulations;
 9. use any hidden text or metatags using "Qantara Private Capital" or any of our trademarks, service marks or names without our prior written consent; or
 10. violate or attempt to violate the security of any of the Sites (including without limitation, accessing user accounts, servers or data without authorization, probing or testing the vulnerability of any of the Sites' authentication measures, security or system infrastructure without proper authorization, or otherwise interfere with service to any user, host or network).
4. If you violate any part of these Terms, your permission to access or use the Sites and content of the Sites automatically terminates and you must immediately destroy any copies of such content in your possession or control. We reserve the right, in our sole discretion and without notice to you, to terminate or suspend your user account and your license to use the Sites and prevent your future access to and use of the Sites.

Jurisdictional Issues

Unless otherwise specified, the materials in or accessible through the Sites are directed at residents of South Africa, its territories, possessions, and protectorates. The Sites are controlled and operated by Qantara Private Capital from its offices within the Republic of South Africa. Neither Qantara Private Capital nor any of its affiliates make any representation that materials in or accessible through the Sites are appropriate or available for use in other locations or that access to them where their content is located is not illegal and prohibited. Those who choose to access the Sites from other locations do so on their own initiative and are responsible for establishing the legality, usability and correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable.

You may not use or export the information or materials in violation of South African export laws and regulations. The information provided in or accessible through the Sites is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Qantara Private Capital and/or its affiliates to any registration or other requirement within such jurisdiction or country.

Transmissions to and from the Sites

Electronic communications can be intercepted by third parties and, accordingly, electronic mail and other transmissions to and from the Sites may not be secure. Any communications to Qantara Private Capital should be sent to the contact information provided in the "Contact Us" section of the Sites. You are responsible for any content that you post on the Sites or submit to us via contact forms on the Sites, email, social media accounts or otherwise, including your feedback, comments, questions, ideas, suggestions, survey responses or other information or materials ("User Materials"). By submitting any User Materials, you hereby grant to Qantara Private Capital an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable license to use, display, reproduce, publish, transmit, store, modify and create derivative works of your User Material. Further, if you provide any feedback, suggestions, ideas, know-how or other information ("Feedback") to Qantara Private Capital via the Sites or otherwise, you hereby assign to Qantara Private Capital all rights in the Feedback and agree that Qantara Private Capital may use such Feedback for any purpose without compensation to you. Qantara Private Capital will treat all User Materials and Feedback as non-confidential and non-proprietary, and you agree that you will not submit to Qantara Private Capital any information considered to be confidential or proprietary. You hereby

represent and warrant that any User Materials and Feedback you submit to us is either your original content or that you have obtained all necessary rights to your User Materials and Feedback, including the right to authorize us to use your User Materials and Feedback as set forth in these Terms.

Password Security and Notification

Access to certain parts of the Sites requires a login. If you have a username, password or Personal Identification Number (PIN) for access to non-public areas of the Sites, you are solely responsible for all activities that occur in connection with your login credentials, and you agree that you will submit complete and accurate registration information as requested by the Sites' registration forms and maintain the accuracy of this information by promptly updating your registration information with any changes. Accordingly, you should take steps to protect the confidentiality of your login credentials. You agree that you will notify Qantara Private Capital immediately if you become aware of any disclosure, loss, theft or unauthorized use of your login credentials. Qantara Private Capital is not responsible or liable for any liability, damages, loss or expenses arising in any way from the use of your login credentials.

Electronic Communications

The user consents to the website's agreements, notices and disclosures by visiting the website and receiving electronic information or communication by electronic means and this indicates that any legal requirements has been satisfied.

Disclaimer

Qantara Private Capital (Pty) Ltd has and will continue to take reasonable care to ensure that all information, in so far as this is under its control, provided on this website is true and correct.

Qantara Private Capital (Pty) Ltd shall not be responsible for, and therefore disclaims any liability for, any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon any information, links or service provided through this website.

There is no warranty of any kind, expressed or implied, regarding the information or any aspect of this service. Any warranty implied by law is hereby excluded except to the extent such exclusion would be unlawful.

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Qantara Private Capital does not review or monitor any websites linked from or to the Sites and none of them is or will be responsible for the content of any such linked websites. If you decide to access linked websites, you do so at your sole risk. Neither Qantara Private Capital nor any of its affiliates are responsible for the information, materials, products or services obtained on or from such other websites, nor will any of them be liable in any respect whatsoever for any damages arising from your access to such websites. Any links from or to other websites are provided merely for the convenience of the users of the Sites and the inclusion of these links does not imply an endorsement, representation or warranty by Qantara Private Capital or any of its affiliates with respect to any such linked websites or the content, products or services contained or accessible through, or the operators of, such websites. In addition, you agree not to link any of your websites or any third-party website to any of the Sites without the express prior written consent of Qantara Private Capital. Qantara Private Capital reserves the right, at any time, for any reason not prohibited by law, to deny permission to anyone to link a website from or to the Sites.

Waiver

No waiver by Qantara Private Capital or any of its affiliates of any right under or term or provision of these Terms will be deemed a waiver of any other right, term or provision of these Terms at that time or a waiver of that or any other right, term or provision of these Terms at any other time.

Governing Law and Consent to Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa. You agree that any dispute or action at law or in equity arising out of or relating to these Terms or your use of the Site shall be commenced only in the North Gauteng High Court Division of South Africa, and you hereby consent and submit to the personal jurisdiction of such court for the purposes of any such dispute or action.

Other

1. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
2. These Terms, together with the Privacy Policy and other posted policies on the Sites, together represent the entire agreement between Qantara Private Capital, on the one hand, and you, on the other, relating to the subject matter hereof. We may assign the Sites and our rights and duties under these Terms, the Privacy Policy and other posted policies in connection with any reorganization, change of control or asset sale in our sole discretion. No course of conduct or trade practice will be deemed to modify these Terms in any respect.

Ebrahim Moolla

Director: Qantara Private Capital

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