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If Vault Capital Management (Pty) Ltd provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

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These limitations of liability apply even if Vault Capital Management (Pty) Ltd has been expressly advised of the potential loss.

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- death or personal injury caused by Vault Capital Management (Pty) Ltd's negligence;
- fraud or fraudulent misrepresentation on the part of Vault Capital Management (Pty) Ltd; or
- matter which it would be illegal or unlawful for Vault Capital Management (Pty) Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

**Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

**Other parties**

You accept that, as a limited liability entity, Vault Capital Management (Pty) Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Vault Capital Management (Pty) Ltd's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Vault Capital Management (Pty) Ltd's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Vault Capital Management (Pty) Ltd.

**Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

**Indemnity**

You hereby indemnify Vault Capital Management (Pty) Ltd and undertake to keep Vault Capital Management (Pty) Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Vault Capital Management (Pty) Ltd to a third party in settlement of a claim or dispute on the advice of Vault Capital Management (Pty) Ltd's legal advisers) incurred or suffered by Vault Capital Management (Pty) Ltd arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

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Without prejudice to Vault Capital Management (Pty) Ltd's other rights under these terms and conditions, if you breach these terms and conditions in any way, Vault Capital Management (Pty) Ltd may take such action as Vault Capital Management (Pty) Ltd deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Variation**

Vault Capital Management (Pty) Ltd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Assignment**

Vault Capital Management (Pty) Ltd may transfer, sub-contract or otherwise deal with Vault Capital Management (Pty) Ltd's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions constitute the entire agreement between you and Vault Capital Management (Pty) Ltd in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the KwaZulu-Natal High Court/s.