

1. TERMS & CONDITIONS WEBSITE USE

2.1 INTRODUCTION

- 2.1.1 The VolNat website located at <https://vol-nat.com/> (the "Website") is owned and operated by VolNat ("VolNat", "we", "us" or "our").
- 2.1.2 These terms and conditions ("Terms") are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"). You acknowledge that you have read, understood, and agree to be bound by the following Terms of Use. If you do not agree to the terms and conditions of these Terms of Use or our Privacy Policy, please do not use the Website.
- 2.1.3 VolNat reserves the right to amend these Terms and Conditions or add provisions to it at any time. By continuing to access and/or use this Website, the User agrees to the amended versions.

2.2 LIABILITY REGARDING THE USE OF THE WEBSITE

- 2.2.1 The Website and all information, content, materials and services included or otherwise made available to the User therein are provided on an "as is" and an "as available" basis. VolNat makes no warranties or representations of any kind, express or implied, as to the operation of this Website or the available information, content, materials or services included on or otherwise made available to you.
- 2.2.2 VolNat does not guarantee, represent or warrant that your use of the Website will be uninterrupted, timely, secure or error-free. VolNat does not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.
- 2.2.3 You assume all responsibility and risk for the use of the Website. You hereby indemnify VolNat and hold it harmless against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by you or any third party in relation to any act or omission by you or, where applicable, your shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by you, and/or arising from the provisions of these Terms.
- 2.2.4 VolNat will not be held liable for any delay, failure, breach or non-compliance with its obligations under these Terms if such delay, failure, breach or non-compliance is beyond the reasonable control of VolNat.
- 2.2.5 These Terms do not intend to, nor shall they be interpreted to, limit the liability VolNat in any way which would be illegal for VolNat to exclude or attempt to exclude or where such exclusion is prohibited by any law in force from time to time in the Republic of South Africa.

2.3 WEBSITE USE

- 2.3.1 The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents or the proper functioning of the Website without the prior written consent of VolNat.
- 2.3.2 VolNat reserves the right to make any changes to the Website, its content and/or products offered through the Website at any time and without prior notice.
- 2.3.3 The User may link to this Website, provided that the User will not replicate any particular page, including the homepage. When linking to this Website, the User confirms and agrees that it will comply and ensure compliance with the requirements of these Terms.
- 2.3.4 No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be associated in linking to the Website.
- 2.3.5 Although every effort will always be made to have this Website available, the Website may become unavailable for reasons including (without limitation) maintenance or repairs, loss of connectivity or some other form of interruption.
- 2.3.6 If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the Website's security systems, the User must keep this information secret and confidential and must not permit anyone else to use it. The User shall be responsible for all access to the Website with the User's username and password. When the User's username and password have been used in order to gain access to the Website, VolNat shall be entitled to assume that such use and all related communications emanate from the User. VolNat shall not be liable for any loss or damage arising from unauthorised use of the User's identification information.
- 2.3.7 If the User becomes aware of a breach of the confidentiality of the User's username and password, the User must immediately communicate this to VolNat with subsequent confirmation in writing. The compromised username and password will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. VolNat may, in its sole and absolute discretion and for any reason whatsoever, require the User to change his username and password at any time.
- 2.3.8 If the User commits any breach of these Terms or in any other way interacts with or uses the Website in an unlawful or unauthorised manner, VolNat shall be entitled, in its sole and absolute discretion, to terminate

the User's access to the Website immediately, without prior notice, without any liability on VolNat part and without prejudice to VolNat rights in terms of these Terms or at law. Following such termination, the User will forfeit any right to link to this Website as described in clause 4.13.4.

2.4 DISCLAIMER

Any commentary, advice, information, suggestions, opinions, answers or any other information posted on the Website is not intended to nor shall it be interpreted to amount to advice on which reliance should be placed and are posted merely for guidance purposes only. The User makes use of any such information at their own risk and in their own discretion and disclaims and indemnifies VolNat from and against any and all liability and responsibility arising from any reliance placed on such information whether posted on the Website or by any other person visiting the Website.

2.5 PROPRIETARY RIGHTS

2.5.1 The User acknowledges that VolNat and its licensors are the proprietors of any and all intellectual property subsisting in, pertaining to or used on the Website including, without limitation, patents, inventions, copyright, trade marks, goodwill and/or trade secrets (Intellectual Property) associated with, related to or appearing on the Website.

2.5.2 The content of the Website, including but not limited to any pictures, photos, text, presentations, names, titles, brands, drawings, models and associated software are protected by South African and international law. The owners of such content reserve all such rights therein unless provided otherwise in these Terms.

2.5.3 The User undertakes:

2.5.3.1 not to use or register any trade marks, trade names or other devices which are or incorporate marks which are the same as or confusingly similar to any trade marks depicted on the Website or which marks are likely to be associated with such trade marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the trade marks;

2.5.3.2 not at any time to do or cause to be done any act or thing in any way impairing or tending to impair any part of the rights, title and interest in and to the Intellectual Property; and

2.5.3.3 not in any way to make unauthorised use of the Intellectual Property or to represent that the User has any rights of any nature in the Intellectual Property or any registrations thereof.

2.5.4 Without limiting the generality of the provisions above, the User undertakes not to make any unauthorised use, reproductions or copies of any work or material displayed or made available on the Website and agrees to adhere to and comply with all policies, conditions of use and rules that may apply to the use of such work or material.

2.5.5 VolNat graphics, logos, page headers, button icons, scripts and service names are the property of VolNat. VolNat trademarks and trade dress may not be used in connection with any product or service that is not conducted by VolNat or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits VolNat. The User may not use any of the Intellectual Property without VolNat's prior written consent. All other trade marks not owned by VolNat that appear on the Website are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by us. The User may not use such trade marks without prior written consent from the relevant owners.

2.6 MALICIOUS SOFTWARE AND OFFENSES

2.6.1 The User warrants that:

2.6.1.1 the User will not use the Website in any way that causes, or is likely to cause, the Website and access to the Website to be interrupted, damaged or impaired in any manner;

2.6.1.2 no form of virus, Trojans, worms, logic bombs, or other malicious coding, virus or software will be introduced onto the Website or into VolNat's system which may cause any form of technological harm or any other form of harm in any manner or respect;

2.6.1.3 the User will not attempt to gain unauthorised access to the Website, including through the theft of any third party's username and password; and

2.6.1.4 the User will not attempt to gain unauthorised access to the Website's server, databases, computers or any other device associated with the Website and will not attack the Website through a denial-of-service attack or a distributed denial-of-service attack.

2.6.2 Any breach of these Terms regarding malicious software and offenses may be reported to the relevant law enforcement agencies and VolNat may co-operate in all respects with those law enforcement agencies, including by way of disclosure of the identity and identification information of the User.

2.6.3 Although VolNat and its representatives will use reasonable efforts to ensure that no malicious content can be received from the Website, VolNat does not warrant that the Website is free of malicious content or viruses and VolNat will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content which may infect any User's computer or device, computer equipment, data or any other propriety material where such loss is or may be attributed to the User's use of the Website or downloads received from the Website.

2.6.4 The User warrants that they will not use the Website in any manner that will break any law enforceable in South Africa or cause any annoyance, unnecessary anxiety or inconvenience to any person.

2.7 PRIVACY

VolNat's Privacy Notice, which can be accessed at <https://vol-nat.com/wp-content/uploads/2023/03/VolNat-Privacy-Policy.pdf>, describes the collection and use of personal information on this Website.

2.8 THIRD-PARTY LINKS

2.8.1 Certain content, products and services available on the Website may include materials from third parties ("Third Party Content"). Unless otherwise stated, VolNat is not affiliated or associated with the operators of any third-party websites or resources that link to or are linked from VolNat. We cannot ensure your satisfaction with any products or services that are available through any third-party website or resource that links to or is linked from the VolNat, because these third-party websites and resources are owned and operated by independent entities.

2.8.2 VolNat does not control Third Party Content, the User agree that we are neither responsible nor liable for any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third-Party Content. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Your access to or receipt of Third Party Content via the VolNat does not imply our endorsement of, or our affiliation with any provider of, such Third-Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not in this Agreement or our Privacy Policy. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

2.9 ADDRESSES

2.9.1 VolNat chooses the addresses set out in 2.13 below as its addresses to which all notices and other communications must be delivered for the purposes of these Terms and its physical address in 2.13 below as its *domicilium citandi et executandi* ("Domicilium") at which all documents in legal proceedings in connection with this Agreement must be served.

2.9.2 Any notice or communication required or permitted to be given VolNat shall be valid and effective only if in writing and sent to its chosen address, provided that documents in legal proceedings may only be served at its Domicilium.

2.10 SUSPENSION AND DEREGISTRATION

2.10.1 VolNat reserves the right to at any time suspend or terminate the Website or any activity on the Website for any reason, including (without limitation) any unlawful use of the Website by any User or for any reasons relating to any law, legislation or regulation.

2.10.2 In the event that the Website, any activity or event on the Website is suspended or terminated, a person shall have no claim against VolNat for whatever reason.

2.11 GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of South Africa without regard to its conflicts of laws principles. You agree that any dispute or claim arising out of or relating to this Agreement shall be resolved only in the courts located in South Africa and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.

2.12 VARIATION OF TERMS AND CONDITIONS

The User must review the most current version of the Terms at any time at this page. VolNat reserves the right, at its sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is the User's responsibility to check our website periodically for changes. The user's continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes

2.13 CONTACT DETAILS

Merchant:	Volnat
Physical address:	Ukraine, 68600, Odessa region, Izmail, prospect Mira, building, №1, premises №34, room №6
Telephone number:	+41 79 349 7648