

1. TERMS OF USE

- 1.1 By using this website (www.fieramilano.co.za) you are agreeing to comply with the following Terms of Use, which form a legally binding contract between you and Fiera Milano Exhibitions Africa (Pty) Ltd, Fiera Milano S.p.A, and affiliated companies (collectively, “we”, “our”, “us” or the “Company”). The Terms of Use apply to both freely accessible content and to content reserved for users who are utilizing provided for by the Site, such as the Digital Investec Cape Town Art Fair Service, and for which the, additionally and in the case of dispute, the General Conditions of Registration, Usage and Sales shall apply and prevail.
- 1.2 In particular, if you are a consumer for purposes of the Consumer Protection Act 68 of 2008, as amended (“CPA”) the provisions listed in clause 1.3 below are expressly drawn to your attention because such provisions : Noted re your comment. Is there something else we need to do or ok as is?
 - 1.2.1 may limit the risk or liability of the Company or a third party; and/or
 - 1.2.2 may create risk or liability for you; and/or
 - 1.2.3 may compel you to indemnify the Company or a third party; and/or
 - 1.2.4 serves as an acknowledgement, by you, of a fact.
- 1.3 The relevant provisions for purposes of clause 1.2 are:
 - 1.3.1 clause 1.5 and 4.7 in terms of which: i) we limit the scope of our liability to you; ii) you agree to reduce the types of remedies you have against us; and iii) you agree to us limiting the quantum and type of damages and other amounts you may claim from us. The effect thereof may be to reduce and/or waive and/or limit certain claims you might otherwise have had against us.
 - 1.3.2 clause 1.6 and 4.8 in terms of which: i) we limit the scope of our liability to you; ii) you agree to indemnify us from certain third party claims. The effect thereof: i) may be to reduce and/or waive and/or limit certain claims you might otherwise have had against us; and ii) you may be obliged to reimburse us if any third party makes a claim against us in connection with the matters referred to therein.
- 1.4 **Representations.** By accessing or using the website, you are representing to the Company that you are at least eighteen (18) years of age (or have consulted with and obtained permission from your parent or legal guardian).

- 1.5 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, WHETHER BASED IN CONTRACT, DELICT, STATUTE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF THE COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.
- 1.6 **Indemnity.** By using this website, you agree to defend, indemnify and hold harmless the Company, and their directors, employees and agents, against any loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising from: (i) your use of and access to the website; (ii) your breach of any of these Terms of Use; and (iii) your infringement of any third party rights.
- 1.7 **Governing Law.** This agreement and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of South Africa. Users of this website are encouraged to familiarise themselves with the South African law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002.
- 1.8 **Jurisdiction.**
- 1.8.1 The parties agree to submit to the sole and exclusive venue of South Africa.
- 1.8.2 The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this website, notwithstanding the fact that the amount of the claim may exceed the jurisdiction of such Court.
- 1.8.3 Notwithstanding the above the the Company may, in its own discretion, elect to proceed with any claim, application or action in the High Court of the Republic of South Africa, Western Cape Division and, to the extent necessary, the user accepts such jurisdiction
- 1.9 **Severability:** Except as expressly provided to the contrary herein, each paragraph, clause, term, and provision of these Terms Of Use and any portion thereof shall be considered severable and if, for any reason any part of these Terms Of Use is held to be invalid, contrary to, or in conflict with any applicable present or future law, statute or regulation (including, without limitation, the CPA to the extent applicable) or in terms of a final, binding judgment issued by any Court, it shall not impair the operation of, or have any other effect upon, such

other portions of these Terms Of Use as may remain otherwise intelligible, which remaining provisions shall continue to be given full force and effect and bind the parties hereto.

2. INTELLECTUAL PROPERTY NOTICE

- 2.1 The Site does not constitute a publication or editorial product; it is not of a periodical nature, and it shall be updated at the Company's complete discretion. The information and materials published on the Site (hereafter the "Content") are curated to as high a standard as possible in order to ensure that they are, to the greatest possible degree, free of error; the Company nevertheless takes no responsibility of any kind for any error or inaccuracy, even if arising from a delay in updating. The Company further reserves the right to modify, add or remove one or all of the items of Content, and to suspend, freeze or limit access to the Site or to Content at any time, without forewarning of any kind, in its own opinion and without appeal.
- 2.2 The Site and all of its content (including portions of it), its documents, databases that may be found on the site and are used by the site, and associated search systems, are protected by both South African and International Intellectual property laws and, unless otherwise specified, belong exclusively to the Company. Users have no right to appropriate, reproduce, amend, translate, distribute, or republish (even in partial form) or in any way utilize Content from the Site for professional purposes and/or purposes associated with its own or others' professional business, or for any motive divergent from strictly personal use. The Content may, on the contrary, be used freely for exclusively personal purposes provided that the moral and/or ownership rights of the legitimate copyright holders of individual items of Content are not prejudiced.
- 2.3 Trademarks and any other distinguishing marks on the Site are the property of the Company and/or third parties, and may not in any event or for any reason be utilized without the respective owners' written consent.
- 2.4 The documentation, images, fonts, graphics, software and other content on the Site, as well as the coding necessary for implementation, are the property of the Company, or of third parties, and are protected by respectively applicable laws and regulations.
- 2.5 The Site may feature links to other websites managed by third parties, without in any way implying in any whatsoever form the Company's association with the operators of these sites, in respect of which the Company holds absolutely no responsibility for content.
- 2.6 Freely linking to the homepage or other pages on the Site is permissible; it is expressly prohibited to make the Site viewable via framing, deep links or mirroring

3. **ADVERTISING / SPONSORSHIP**

- 3.1 This website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this website complies with all applicable laws and regulations.
- 3.2 The Company accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

4. **DIGITAL INVESTEC CAPE TOWN ART FAIR SERVICE**

4.1 **General:**

- 4.1.1 To access and use the Service called "DIGITAL INVESTEC CAPE TOWN ART FAIR", it is necessary for the User to observe the Terms of Use of the Service set out below.
- 4.1.2 To join, the User is required to accept the appropriate section of the web page proposed at the first access to the Service.

4.2 **Definitions:**

Within the scope of these Terms of Service, the following definitions apply to all purposes:

- 4.2.1 **Credentials:** means the electronic keys or computer authentication credentials associated with each User and used for access to the Portal and the use of the Service.
- 4.2.2 **Exhibitor:** is the subject (natural or legal entity) admitted exhibiting at the event organized by or at the Company and to use the related services also online, following the acceptance of the relative application for admission by the Company or the Organizer of the event.
- 4.2.3 **The Company:** means Fiera Milano Exhibitions Africa (Pty) Ltd (with registered office situated at Floor 4, 77 Hout Street, Cape Town), which manages the "DIGITAL INVESTEC CAPE TOWN ART FAIR" Service (the "Service").
- 4.2.4 **Portal:** means the reserved area accessible online dedicated to the provision in favor of Users who use the Service to which these Terms of Use refer.

4.2.5 **User:** means the natural person who is the assignee of the credentials received during registration to access the Portal and use the Service.

4.2.6 **Visitor:** means the subject (natural person) admitted to participate in the event organized by or at the Company and to use the related services also online, following pre-registration or purchase of an entrance ticket provided by the Organizer of the event.

4.3 **Object of the Service:**

4.3.1 These Conditions have as their object and govern the access and use of the "DIGITAL INVESTEC CAPE TOWN ART FAIR" Service.

4.3.2 The Company reserves the right to unilaterally modify, at any time, the Conditions. Any changes are published on the Portal in order to be visible to Users. The subsequent use of the Service by the User constitutes acceptance of the Conditions including changes or updates.

4.3.3 The Company reserves the right to modify, suspend or interrupt, in whole or in part, the access and/or provision of the Service, even without notice.

4.4 **Description of the service:**

Requirements for the operation of the Application:

4.4.1 The full operation of the Application requires that user enter their e-mail address. Then, they will receive a verification code for access by email. Mechanism of operation of the Application

4.4.2 The Service allows the User who logs in through the DIGITAL INVESTEC CAPE TOWN ART FAIR to access the features made available by the Company also on behalf of a third-party organizer, to allow the search in the exhibition catalog of the events, to offer Exhibitors spaces for communication and interaction with Visitors and vice versa.

4.5 **Features for Visitor, Users and shared with other types of users:**

4.5.1 **Reserve sections:** Each User will have a reference section (VIP; VIP PLUS; VIP VERNISSAGE) in which his/her entrance ticket is reported (Invito Vernissage; VIP CARD; VIP PLUS CARD).

- 4.5.2 **Exhibitor Search:** the User has the possibility to view the list of Exhibitors in the catalog and to apply search filters
- 4.5.3 **Search Opere d'arte:** the User has the possibility to view the list of items Opere d'arte uploaded by the Exhibitors in the catalog and to apply search filters.
- 4.5.4 **Focus/ Insight Search:** the User has the possibility to view the list of loaded Focus/ Insight items of the exhibitors in the catalog and to apply search filters.
- 4.5.5 **Events Search:** the user has the possibility to view the list of loaded Event items of the Exhibitors in the catalog and to apply search filters. In addition, the VIP User will have access to the "VIP Program", to be able to participate in some exclusive events, or to the "Events in the city" section where they can explore the events of the Investec Cape Town Art Fair.
- 4.5.6 **Map:** the user has the possibility to view, on the map of the city of Cape Town, both the events of the VIP Program and the Investec Cape Town Art Fair.
- 4.5.7 **Events:** Users have the option to register for events that require registration (RSVP) through DIGITAL INVESTEC CAPE TOWN ART FAIR. This action shares with INVESTEC CAPE TOWN ART FAIR the data (Name, Surname, E-mail) to allow the management of the request for participation.
- 4.5.8 **Chat:** chat function between visitor and exhibitor users.

4.6 **Obligations and responsibilities of the User:**

The User is required to comply with the following obligations:

- 4.6.1 keep the access email with the utmost diligence and confidentiality and not allow its use by unauthorized third parties.
- 4.6.2 in case of loss or theft of email credentials, or if it is considered that the same have become illegally or known to third parties, request their immediate disabling
- 4.6.3 use the Service correctly, also in relation to appointments or commitments made with other Users and, in any case, do not use the Service, nor allow third parties to use it, for illicit purposes or contrary to the law. In the event of use of the Service for illicit purposes or contrary to the law, the Company reserves the right to institute legal proceedings for any damage suffered.

4.7 **Limitation of liability:**

4.7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE, WHETHER BASED IN CONTRACT, DELICT, STATUTE, OR OTHERWISE

4.7.2 The use of the Service takes place under the full responsibility of the User who therefore exempts the Company from any responsibility for any damage in any capacity suffered by the Exhibitor, Users and/or third parties.

4.7.3 The Company is not responsible for the failure or incorrect execution of the obligations incumbent on the User, in all cases in which the failure or incorrect fulfillment is due to non-attributable causes, such as, by way of example: unforeseeable circumstances, force majeure, natural disasters, war events, thefts, interventions of the authority. The Company also assumes no responsibility:

4.7.3.1 for the operation and safety of hardware and software equipment, used by the User, and for the regular operation of national and / or international power and telephone lines.

4.7.3.2 for any incorrect or fraudulent use of credentials by anyone, until receipt of the request to disable them.

4.7.3.3 for the incorrect or incorrect use of the Service by the User.

4.8 **Indemnification:** By accepting these Conditions, the User undertakes to indemnify and hold the Company harmless from any damage, burden, cost, expense and / or claim of third parties incurred because of any violations of the law referable to actions or omissions of the User or deriving from the falsity or incorrectness of the statements and guarantees contained in these Conditions.

4.9 **Obligations of the Company:**

The Company undertakes to:

4.9.1 guarantee, as far as it is within its competences, access and technical functionality of the Portal and ensure the availability and continuity of the Service.

4.9.2 act without delay to remove any causes of lack of access, blocking or malfunction of

the service due to an act or fact dependent on the Company.

4.9.3 take all security measures aimed at avoiding or reducing the risk of unauthorized access or even accidental loss of information and data.

4.9.4 promptly disable the credentials in case of request made by the User.

4.10 **Confidentiality and intellectual property:**

4.10.1 Both the Company and the User undertake not to use for purposes other than those provided in these Conditions any information transmitted to them from other Party or, in any case, acquired during the execution of the Service, whether pertinent to the other Party, its customers or third parties who are in relations with the other Party.

4.10.2 Each Party will do everything possible to prevent confidential information from being known to third parties and will limit its dissemination only to employees and / or collaborators who need to know it for the execution of the activities provided in these Conditions.

4.10.3 The Parties mutually undertake to keep confidential any information relating to the conclusion and content of these Conditions. This is without prejudice to communications strictly functional to the regular execution of the Conditions themselves, as well as those that may be legitimately requested by public authorities or that are made for the purpose of defense in court.

4.10.4 The User acknowledges that the Company and third parties are the unique owners of the copyright, intellectual and industrial property of the Service supplied, the software and all the documentation provided, and undertakes not to implement appropriate behavior for the protection of this right.

4.11 **Applicable law and jurisdiction:** These Conditions and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of South Africa. The parties agree to submit to the sole and exclusive venue of South Africa.

4.12 **General Provisions:**

4.12.1 For what is not expressly provided herein, the laws and regulations in force on the

subject apply.

4.12.2 Failure to exercise the rights referred to in these Conditions, cannot be considered as a waiver and does not preclude the party from subsequently asserting these rights.

4.12.3 These Terms (in addition to the General Terms of Use) supersede and replace any prior understandings, communications, or warranties, written or oral, made by or on behalf of each of the Parties and represent the entire agreement between them with respect to what is hereof.

5. **PRIVACY**

5.1 The processing of the User's personal data is carried out by the Company for the provision of the services requested and used by the same User through the Portal, in the terms indicated in the privacy policy.

5.2 The Company's websites are listed in the Context of the Web Site Privacy Policy and available at the [following link](#) and Cookie Policy at the [following link](#).

