

West Coast Resources

WEST COAST RESOURCES (PTY) LTD ("WCR")
(Registration number: 2011/007203/07)

WEBSITE TERMS AND CONDITIONS

1. TERMS OF USE

These Terms and Conditions ("the Terms") govern your ("the User") use of WCR's website located at the domain name www.westcoastresources.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website. WCR reserves the rights to change, modify, add to or remove from portions or the whole of these Terms from time to time. Changes to these Terms will become effective upon such changes being posted to this Website. It is your responsibility to periodically check these Terms and should you continue to use the Website following the posting of changes or updates your use will be considered notice of your acceptance to abide by and be bound to these Terms including the changes/updates.

For the purposes of this Agreements terms like "our", "we" and/or "us" shall mean WCR.

2. WEBSITE CONTENT

The Website is intended to provide general information regarding WCR and its company, products and services and is not intended to, nor does it constitute, investment or other professional advice. Before taking any action that might affect your personal affairs, you should consult your own professional advisors.

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We apologize for any inconvenience this may cause you.

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of this Website (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by WCR.

This Website and all its Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such

downloading or copying. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software.

3. LINKS TO OTHER WEBSITES AND SERVICES

This Website may contain links to other websites that are not under the control of WCR. WCR has no responsibility for the linked websites nor does it necessarily endorse the linked websites. WCR provides the links solely for the convenience and information of its Website Users.

4. DISCLAIMER AND INDEMNIFICATION

You expressly agree that use of the Website is entirely at your own risk. Neither WCR nor any of its agents

or representatives shall be liable for any direct or indirect special, consequential or other damage, loss or liability of whatsoever nature arising from the use or inability to use this Website or the services or content provided from and through this Website or of any linked website, even if WCR is expressly advised thereof.

Furthermore, WCR makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to WCR.

This Website is supplied on an "as is" basis and has not been compiled or supplied to meet the User's individual requirements. It is the sole responsibility of the User to satisfy itself prior to entering into this agreement with WCR that the service available from and through this Website will meet the User's individual requirements and be compatible with the User's hardware and/or software.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of WCR and Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

WCR disclaim all representations and warranties, including but not limited to warranties as to the availability, accuracy or content of information, products or services, and warranties of merchantability or fitness for a particular purpose

of information, goods or services. You agree to defend, indemnify and hold WCR harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Website.

5. PRIVACY POLICY

WCR may from time to time receive various types of information ("the Information") from Users who access the Website. WCR makes every effort to protect any Information received by it. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. WCR will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make to WCR through the Internet, or that you expressly or implicitly authorize WCR to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of WCR, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions.

WCR requires certain personal information to provide the services required to the User and the User may elect to provide certain personal information to other Users of the Website. WCR receives and stores all Information the User enters on the Website or gives to WCR, in any other way. WCR may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. WCR uses this information to determine use of the Website, and to improve Content thereon.

WCR assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

WCR provides certain information on the Website. Content currently or anticipated to be displayed on this Website is provided by WCR, its affiliates and/or subsidiary, or any other third party owners of such content ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright WCR and is protected by South African and international copyright laws. WCR reserves the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by WCR. WCR cannot screen or edit all the content

available from the WCR Website and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform WCR of any content that may be offensive or illegal.

7. GOVERNING LAW

By using this Website, you hereby consent and submit to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from the Terms or the use of the Website.

This Website is hosted, controlled and operated from the Republic of South Africa and therefore at all times governed by South African Law.

8. ARBITRATION

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this website and not resolved through the Legal Department of WCR, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English. Each of the parties hereby irrevocably agrees that the decision of the Arbitrator in arbitration proceedings shall be final and binding on them and may be made an Order of Court to whose jurisdiction the parties to the dispute are subject.

9. GENERAL

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from these Terms and shall not affect the enforceability and validity of the remaining items of these Terms.

These Terms constitute the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by WCR shall not be construed as a waiver or variation of any of our rights or remedies.

10. PROCUREMENT TERMS AND CONDITIONS

The terms and conditions in the separate document shall be applicable to any contract, agreement and/or purchase order in terms of which a supplier agrees to supply any goods to and/or perform any service for WCR which may be amended from time to time.