

## MEMBER TERMS AND CONDITIONS

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**These Member Terms and Conditions apply to your membership, participation in and use of the AlphaCode Club. Please read these terms and conditions carefully.**

**All of the terms and conditions in these Member Terms and Conditions are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about terms and conditions that have special consequences for you.**

### **1. Scope of the Member Terms and Conditions**

1.1 These Member Terms and Conditions ("**Member Terms**"), the AlphaCode Website Terms ( [www.alphacode.com/terms-and-conditions](http://www.alphacode.com/terms-and-conditions) ), and the Privacy Policy ( [www.alphacode.club/privacy-policy](http://www.alphacode.club/privacy-policy) ), and the Benefit Specific Terms applicable to the Member Benefits you use or receive (which can be obtained from us after request), will together form your agreement with Alphacode Proprietary Limited

relating to your membership and participation in and use of the AlphaCode Club and the Member Benefits (the "**Membership Agreement**").

- 1.2 You must agree to the Membership Agreement if you want to be a Member or to use or participate in any of the Member Benefits.
- 1.3 You agree to the Membership Agreement when you submit an application for membership with the Club as set out in paragraph 4.
- 1.4 When you agree to the Membership Agreement, this will become a legal contract between you and us.

## 2. **Status of the Club**

- 2.1 The Club is not a legal entity separate from Alphacode Proprietary Limited. It is not a real club and is only a product or service made available by Alphacode Proprietary Limited. Any reference to "AlphaCode Club," "the Club," "membership" or "Members" must not be interpreted to mean that the Club is a legal entity, association, society, collectivity, or any other incorporated or unincorporated association in terms of South African law.

## 3. **Interpretation and definitions**

- 3.1 In these Member Terms, unless expressly stated otherwise or required by the context, the following words and expressions have the following meaning:
  - 3.1.1 "**Access Card**" means the card issued to a Member by us which allows you access to certain facilities at our Clubhouse (which access may differ between members);
  - 3.1.2 "**AlphaCode Club**" or "**Club**" means, subject to clause 2, the club operated by us called 'AlphaCode' through which Members can use and enjoy various Member Benefits;
  - 3.1.3 "**AlphaCode Representatives**" means, individually and collectively, us and our associated companies and affiliate companies, and our directors, officers, employees, service providers and agents, and those of our associated companies, or affiliate companies;"**AlphaCode Website**" means the website of the Club, accessible at [www.alphacode.club](http://www.alphacode.club) or such other URL as we may determine from time to time.

- 3.1.4 **"Benefit Specific Terms"** means any terms and conditions which may apply to a particular Member Benefit, as prescribed by AlphaCode from time to time;
- 3.1.5 **"Business Day"** means all of the days of the week, but not including Saturday, Sunday or official public holidays in South Africa;
- 3.1.6 **"Clubhouse"** means the physical workspace located at 3rd Floor, 2 Merchant Place, Crn Fredman Dr / Rivonia Rd, Sandton;
- 3.1.7 **"Guest"** means (i) any person that may accompany you to or who is present at your invitation at, the Clubhouse or any events organised by us; and (ii) any person who is entitled to use or enjoy any of your Member Benefits, or which you allow to use or enjoy any of your Member Benefits;
- 3.1.8 **"Materials"** means all products, goods, software, software documentation, documentation, literature, materials, tools, data, information, databases, modules, components, compilations of data, policies, procedures, techniques, models, configurations, protocols, routines, interfaces, reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, designs, circuit designs, algorithms, specifications, records, equipment, hardware, servers, computers, platforms, computer code, derivative works, works of authorship and intellectual property, and irrespective of the form and format of the foregoing and whether tangible or intangible;
- 3.1.9 **"Member"** means a person who has applied to become a member of the Club and whose application has been approved by us and who we have made a member of the Club. The word **"Membership"** will have a corresponding meaning. A person will cease to be a Member when this Membership Agreement ends or if we cancel that person's membership.
- 3.1.10 **"Member Benefits"** means any benefits, facilities, services and products which we may make available to Members or categories of Members from time to time, which may include access to and use of the Clubhouse, events and presentations hosted by the Club, access to and use of particular features, facilities and information on the AlphaCode Website;
- 3.1.11 **"Membership Agreement"** means all of the following documents together: these Member Terms, the AlphaCode Website Terms accessible at [www.alphacode.com/terms-and-conditions](http://www.alphacode.com/terms-and-conditions), the Privacy Policy accessible at [www.alphacode.club/privacy-policy](http://www.alphacode.club/privacy-policy) , and the Benefit Specific Terms applicable to the Member Benefits that you use or receive;

- 3.1.12 **"Member Profile"** means, for certain categories of Members, the profile we create about a member which is accessible on the AlphaCode Website after that Member logs-in to the AlphaCode Website;
- 3.1.13 **"we", "our", and "us"** means Alphacode Proprietary Limited (registration number: 2015/090504/07), a private company incorporated in accordance with the laws of South Africa, operating from 3rd Floor, 2 Merchant Place, Cnr Fredman Dr / Rivonia Rd, Sandton, 2196; and
- 3.1.14 **"you" and "your"** means any person who wishes to become a Member or use the Membership Benefits, or who agrees to these Membership Terms, or who applies to become a Member, or who becomes a Member.
- 3.2 In these Member Terms, headings of paragraphs will not be used in the interpretation of these Member Terms and, unless expressly stated otherwise or required by the context:
- 3.2.1 if there is any conflict or inconsistency between the contents of these Member Terms and the contents of any other part or document forming part of the Membership Agreement, the contents of these Member Terms will prevail to the extent of the conflict or inconsistency;
- 3.2.2 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time.
- 3.2.3 references to the singular includes the plural and vice versa;
- 3.2.4 words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders;
- 3.2.5 where any number of days is prescribed, those days shall be counted exclusively of the first (and exclusive of any public holiday, Saturday or Sunday that falls between those days) and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day; and

3.2.6 the word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:

3.2.6.1 'including' means 'including but not limited to';

3.2.6.2 'include' means 'include but is not limited to'; and

3.2.6.3 'includes' means 'includes but is not limited to'.

3.3 There are boxes with bold writing that appear below or before various paragraphs in these Member Terms. They are only intended to bring your attention to important parts of these Member Terms and to explain the fact, nature and effect of those parts. These boxes with bold writing are aids to understanding only and are not rules, terms or conditions themselves. They do not limit the meaning or application of the Member Terms. The parts of the Member Terms discussed in the boxes do not apply only to the situations and facts given in the examples or situations described in the boxes, or to similar examples or situations.

#### **4. Criteria and applications to be a member**

4.1 We will determine the criteria for membership and the different categories of membership. From time to time, we may change the criteria for membership and the categories of membership.

4.2 Membership may be granted to natural persons (not companies) who are not under 18 years of age.

4.3 We may limit the number of individuals granted membership that represent a specific company, organisation or business idea.

4.4 To apply to be a member, you must access the AlphaCode Website and complete the membership application process which applies to the category of membership which you wish to have.

4.5 You will be notified whether or not your application is successful within a reasonable time following the submission of your application form.

4.6 Membership is granted in our sole and absolute discretion and we may also (i) decide what category of membership to give to you, even if it is a different category to that which you applied for; and (ii) limit the period for which your Membership will be granted or valid.

- 4.7 We may refuse your request for membership. We may do this even if you complete the application process and agree to the all the terms of the Membership Agreement.
- 4.8 We do not need to give you reasons: (i) if we do not grant you membership with the Club; or (ii) for the category of membership you may be granted; or (iii) if we limit the period of your Membership.
- 4.9 **By applying to be a member of the Club, you accept and fully agree to the Membership Agreement.**

**The statement made in this paragraph 4.9 above contains an acknowledgement of fact by you. You must read this statement carefully and ensure that it is correct, as you will not be able to deny the truth of the statement. The Club, and/or other persons may have claims and other rights against you as a result of the statement.**

## 5. Member Benefits

- 5.1 You may request a detailed description of the Member Benefits applicable to each category of membership from us and these descriptions are available on the AlphaCode Website.
- 5.2 You will only be entitled to the Member Benefits as determined by the Club. Different Member Benefits may be awarded to different individual Members and/or to different categories of Members.
- 5.3 We may impose rules and criteria relating to your Guests and the use of by your Guests of the Member benefits. These rules and criteria may be requested from us and may be changed by us from time to time. We will use reasonable endeavours to notify you of the rules and criteria. You must comply with these rules and criteria and ensure that your Guests comply with these rules.
- 5.4 You acknowledge and agree that:
- 5.4.1 the Member Benefits offered to you are for your use and (where we allow this) your Guest's use only, and are to be used in accordance with the Membership Agreement.
- 5.4.2 you or your Guests do not at any time obtain any rights or ownership in or to any Member Benefits and you cannot encumber, pledge, assign, transfer or cede your Membership or any of your Member Benefits;

- 5.4.3 you and your Guests do not acquire or get any rights of occupancy, tenancy, or ownership in respect of the Clubhouse or any other facilities that are made available by us or as part of the Member Benefits; and
- 5.4.4 the right of admission to the Clubhouse and other facilities that are made available by us or as part of the Member Benefits is strictly reserved by us at all times.

**The statements made in this paragraph 5 contain acknowledgements of fact by you. You must read these statement carefully as you will not be able to deny the truth of the statements and we may have claims against you as a result of these statements.**

**6. We may change your membership status and benefits**

- 6.1 We may at any time, in our sole and absolute discretion, reassess your membership status, change your category of membership and/or change or withdraw the Member Benefits from time to time. These changes may be applicable to a category of membership generally or to an individual Member.
- 6.2 You will be given 5 business days' notice of any changes to your membership status or to the benefits offered to you.
- 6.3 As far as the law allows, if your Membership or Member Benefits are changed by us, you agree that you will have no claim against us.

**The statements made in paragraphs 6.1, 6.2 and 6.3 above have important consequences for you. In these paragraphs:**

- **you agree that the Club may change the level of membership you have been granted;**
- **you agree that the Club may change the benefits you may receive as a member whether the changes are applied to you individually or to all members of the same tier; and**
- **you give up any claims you may have against the Club for any loss or damage you suffer as a result of any changes to your membership or to the benefits offered to you by the Club.**

**The Club is allowed to treat it as if you have understood and agreed to these paragraphs 6.1, 6.2 and 6.3.**

## 7. Fees and charges

There is no application fee or membership fee. We may, however, charge a fee from time to time for the use of certain Member Benefits by you or a Guest, or for access to or participation in certain Member Benefits. We will inform you in advance of any fees which are payable.

## 8. We may use and process your personal information

8.1 Your personal information will also be collected, used, stored, disclosed and processed in accordance with our Privacy Policy which is accessible at [www.alphacode.club/privacy-policy](http://www.alphacode.club/privacy-policy).

## 9. The AlphaCode Website and your member profile

9.1 When you use the AlphaCode Website, you must comply with the AlphaCode Website Terms accessible at [www.alphacode.com/terms-and-conditions](http://www.alphacode.com/terms-and-conditions).

9.2 Some parts of the AlphaCode Website may be restricted for access and use by certain categories of Members. We may also create a Member Profile for those Members on the AlphaCode Website. These Members will need to use their email address and password in order to log-in to the AlphaCode Website and access these restricted parts of the AlphaCode Website and their Member Profile.

9.3 You must keep your password secret and you are responsible for all use of your member profile and your password. You may not share your password with any other person. You must not allow anybody to log-in to the AlphaCode website with your password.

9.4 If you forget your password, or you want to change your password, you can do so by logging on to the AlphaCode Website and selecting the "forgot password" button.

9.5 Whenever a person uses the AlphaCode Website, or performs any other act, with your password or through your member profile, we will treat this as if it was done by you and with your approval.

9.6 You must take all reasonable and appropriate measures not to share, display in public, or make your password available to any person who is not authorised to access your member profile.

9.7 You must notify us immediately by sending us an email if you suspect that another person has obtained unauthorised access to your member profile, or password, or if you are aware of any unauthorized use of your member profile or password. You will

be responsible for changing your privacy settings on your member profile as soon as you become aware of any unauthorised access or use.

- 9.8 You accept that we cannot protect you if you do not keep your password secret or if someone obtains unauthorised access to your member profile. As far as the law allows, we will not be responsible for any loss, injury or damage you may suffer if any other person uses your password or accesses your member profile or your Member Benefits without your approval or consent.

**This paragraph 9 has important legal consequences for you. In this paragraph 9:**

- **the legal responsibilities and liabilities of the Club are excluded or limited;**
- **rights and claims you have against the Club are limited or excluded; and**
- **you take on responsibilities and liability.**

**You take on responsibility and liability for everything that is done with your password and member profile. You will also have no claims against the Club because of anything that is done with your password and member profile.**

**We will not be responsible or liable for anything that happens if you do not keep your password secret. We will also not be responsible or liable if someone uses your password or member profile without your permission. You accept that various things can go wrong if someone uses your password or member profile without your permission.**

## 10. Updating your details

- 10.1 You must tell us if the information you give us changes or if details we have for you change, or if they are incorrect or incomplete.
- 10.2 You will be able to edit your own details when you log into your member profile on the AlphaCode Website.

## 11. Your Access Card

- 11.1 You are responsible for all use of your Access Card.
- 11.2 Whenever a person uses your Access Card, we will treat this as if it was done by you and with your approval.
- 11.3 You must take all reasonable and appropriate measures not to make your Access Card available to any person.

- 11.4 You must notify us immediately by sending us an email if you suspect that another person has obtained unauthorised access to your Access Card, or if you are aware of any unauthorized use of your Access Card.
- 11.5 As far as the law allows, we will not be responsible for any loss, injury or damage you may suffer if any other person uses Access Card without your approval or consent.

**The statements made in paragraph 11 above have important consequences for you. In these paragraphs:**

- **you agree that you are responsible for all use of your Access Card; and**
- **you give up any claims you may have against the Club as a result of another person's uses of your Access Card or Member Benefits.**

**Because of paragraph 11.5 the Club will not be responsible or liable for any loss, injury or damages you suffer as a result of the cancellation of your membership or any Member Benefits you received as a member.**

**The Club is allowed to treat it as if you have understood and agreed to the content of paragraph 11.**

## **12. Publicity and use of your details and materials**

- 12.1 You consent and agree that we may from time to time:
- 12.1.1 publicise that you are a Member, including details of the company or entity you represent, and we may also use your name, nickname, image, voice, and likeness or any purpose whatsoever ;
- 12.1.2 reproduce, record, broadcast, publish or communicate your participation in, and use of Member Benefits, including pictures and recordings of you participating in events we organise or attending the Clubhouse;
- 12.1.3 reproduce, record, broadcast, publish or communicate Materials you disclose or supply to us;
- 12.1.4 in doing any of the above actions referred to in this paragraph 12, your appearance and the Materials you supply may be edited, modified, added to or deleted from, any other Material or pictures of other people.

- 12.2 You agree that we will not be required to compensate you for doing any of the actions in this paragraph 12. We will also not be required to make any attribution to you, or give you any recognition, when doing any of the actions in this paragraph 12.

**The statements made in paragraph 12 above are important. You agree to us using your details, name, image, nickname, voice, likeness, pictures, video recordings and also Materials you supply, in all the ways set out in this paragraph. You will also not be entitled to payment when we do this and we do not need to give you credit. You must read these statements carefully as you will not be able to deny the truth of the statements or that you were not aware of these statements. The Club may have claims and other rights against you as a result of these statements.**

### 13. We can suspend your Membership or Member Benefits

- 13.1 We may temporarily suspend part or all of your use and enjoyment of your Membership or any Member Benefits offered to you from time to time, including but not limited to the following circumstances:
- 13.1.1 if we need to perform maintenance or alterations on or to any facilities, including the AlphaCode Website and the Clubhouse;
- 13.1.2 if we become aware of any actual, threatened or suspected fraud or any actual, threatened or suspected unauthorised use of any of the Member Benefits;
- 13.1.3 if we have reasonable grounds to believe that Membership or Member Benefits are being used negligently, illegally, fraudulently, or in a way that we have not given permission for;
- 13.1.4 we become aware that any information you have given or that has been given for you is false, inaccurate, invalid, incomplete or misleading;
- 13.1.5 if we have reasonable grounds to believe that the security or safety of any of the Members, or the facilities or Member Benefits, is at risk or has been compromised;
- 13.1.6 if we are required to do so in order to comply with the law; or
- 13.1.7 where a court or regulator orders us to do this.
- 13.2 The suspension will continue for so long as we reasonably believe is appropriate.

#### 14. **How you can end your Membership**

- 14.1 You may, at any given time and without reason, terminate your membership on notice to the Club which will be effective immediately. You must send an email to [info@alphacode.club](mailto:info@alphacode.club) to terminate your membership.

#### 15. **How we may end this Membership Agreement or your Membership**

- 15.1 We reserve the right, at any time and for any reason, to terminate
- 15.1.1 this Membership Agreement;
  - 15.1.2 your Membership;
  - 15.1.3 your right to use or participate in any or all of the Member Benefits; or
  - 15.1.4 the operation of the Club.
- 15.2 Where we do these things, we will give you 5 Business Days' prior written notice, but we can give you less notice or we can give effect to this termination immediately on notice to you in the following situations:
- 15.2.1 where you breach a material provision of the Membership Agreement , and fail to remedy the breach after we have given you 5 Business Days' notice (or such shorter period where this is reasonable);
  - 15.2.2 where we have reasonable grounds to believe you are engaged in illegal or improper use of your membership or Member Benefits
  - 15.2.3 it is reasonable to do so, having regard to the reasons why we are taking these actions;
  - 15.2.4 where we must do so to comply with the law; or
  - 15.2.5 where a court of regulator tells us to do this.

#### 16. **Disclaimer**

- 16.1 You are not entitled to or guaranteed any investment or financial benefits whatsoever as a result of your membership with the Club.
- 16.2 Information or Material communicated or supplied to you by us or through the Club or Member Benefits is not, and must not, be construed or treated as any form of investment advice or recommendation, guidance or proposal of a financial nature or the rendering of any intermediary service as contemplated in the Financial Advisory

and Intermediary Services Act, 2002 (the "**FAIS Act**") and in respect of which a Financial Services Provider ("**FSP**") license is required. The AlphaCode Representatives are not necessarily authorised FSPs and any information or Material communicated or supplied by the Club or the AlphaCode Representatives must not be treated or construed as constituting the marketing or advertising of financial services on the part of the Club or the AlphaCode Representatives. Any advice, or Materials given to you does not necessarily represent the views of the AlphaCode Representatives.

**The statements made in this paragraph 16 above contain acknowledgements of fact by you and have important legal consequences for you. You must read these statements carefully and ensure that you understand them, as you will not be able to deny the truth of the statement.**

**Because of this paragraph 16:**

- **the legal responsibilities and liabilities of the Club are excluded or limited;**
- **any rights you have against the Club for any losses injuries, or damages are limited or excluded; and**
- **the Club is allowed to treat it as if you have understood and agreed to the content of paragraph 16.**

## **17. Our right to change these Member Terms and the Membership Agreement**

17.1 We reserve the right to change the Member Terms or the Membership Agreement at any time. We will inform you about the changes at least 30 business days before changes come into effect. We may inform you of changes in a shorter period in either of these circumstances:

17.1.1 the law says we must or we must do this to comply with the law; or

17.1.2 it is reasonable to give fewer than 30 business days' notice because of the nature or content of the changes.

17.2 You are entitled to terminate your membership at any time if you do not agree with any of the changes made by the Club, but you will be bound by any changes to the Membership Agreement which have come into effect at the time of termination.

## 18. Indemnity and limitation of responsibilities and liabilities

- 18.1 As far as the law allows, and subject to paragraphs 19.4 and 19.5 of these Member Terms, none of the AlphaCode Representatives will be responsible or liable to you or any Guest for any direct or indirect damage, loss, injury, claims or harm which may be suffered by you or any Guest directly or indirectly as a result of:
- 18.1.1 changes to the Membership Agreement;
  - 18.1.2 the termination of this Membership Agreement;
  - 18.1.3 the termination or suspension of your Membership or your Membership Benefits;
  - 18.1.4 changes to your Membership or the Membership Benefits;
  - 18.1.5 use or enjoyment of any of the Membership Benefits or the Clubhouse;
  - 18.1.6 use or reliance on any Materials or advice which you may receive or have access to as a result of your Membership or the Membership Benefits;
  - 18.1.7 any act, omission or activity (including any negligent act or omission) which takes place related to, for purposes of, in the process of, in the provision of or withdrawal of any Membership Benefit; or
  - 18.1.8 any act or omission (including any negligent act or omission) of any person or party.
- 18.2 As far as the law allows, and subject to paragraphs 19.4 and 19.5 of these Member Terms, you agree to indemnify all the AlphaCode representatives and to hold the AlphaCode Representatives harmless from and against all of the losses, injuries, claims, damages and harm which may be suffered by you or a Guest which is referred to in paragraph 18.1 .
- 18.3 As far as the law allows, and subject to paragraphs 19.4 and 19.5 of these Member Terms, in no event will the AlphaCode Representatives be liable or responsible for any loss of profits, loss of data, loss of business opportunities, loss of goodwill or for any indirect, consequential, special or exemplary loss or damages.

**Paragraph 18 is important and must be read carefully. It:**

- **limits and excludes the Clubs' legal responsibilities and liability;**

- **limits and excludes the legal responsibilities and liability of various persons or entities;**
- **limits and excludes the rights or remedies you may have against the Club and others;**
- **excludes rights and remedies that you may have against the Club and others for harm, losses, injuries or damages that might happen;**
- **requires you to take on liability and responsibility for losses, damage and harm which may be suffered by the Club; and**
- **places legal responsibilities and liabilities and risks on you if you fail to comply with these Member Terms.**

**There are things that may go wrong during your membership or in relation to a membership with the Club, including what is listed in paragraph 18.1, the Club is not responsible or liable for anything that goes wrong, including what is listed in paragraph 18.1 above. The Club and others may also have claims against you. You apply for membership at the Club knowing and accepting that these things can go wrong and that there are risks.**

## **19. General**

- 19.1 The Member Terms are governed by the laws of the Republic of South Africa and you agree to submit to the exclusive jurisdiction of the South African courts.
- 19.2 Save where expressly provided to the contrary and in the case of paragraphs that refer to AlphaCode Representatives, no provision of these Member Terms constitutes a stipulation for the benefit of a third person (ie a *stipulatio alteri*) which, if accepted by that person, would bind any party in favour of that person. However, we can make changes to the Membership Agreement and exercise any rights or remedies without notifying or obtaining the consent of any third party or the AlphaCode Representatives.
- 19.3 Each provision of these Member Terms, and each part of any such provision, is separate and severable from the others. To the extent that any provision in these Member Terms, or any part of such provision is, becomes or is declared by a court of competent jurisdiction or other competent authority to be unlawful, invalid or unenforceable for any reason or in any jurisdiction, then it will, to the extent that it is unlawful, invalid or unenforceable, be severed from these Member Terms and

treated as if it had not been written (i.e. pro non scripto), without invalidating or affecting the enforceability of the remainder of such provision or the remainder of these Member Terms.

- 19.4 If these Member Terms or the Membership or Member Benefits are regulated by the Consumer Protection Act, No 68 of 2008 ("**CPA**"), it is not intended that any provision of these Member Terms contravenes any provision of the CPA. Therefore all provisions of these Member Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.
- 19.5 Nothing in these Member Terms:
- 19.5.1 does or purports to limit or exempt the AlphaCode Representatives from any liability (including, without limitation, for any loss directly or indirectly attributable to their gross negligence or wilful default or that of any other person acting for or controlled by the AlphaCode Representatives) to the extent that the law does not allow such a limitation or exemption;
- 19.5.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 19.5.3 limits or excludes any warranties or obligations which are implied into these Member Terms by the Consumer Protection Act (to the extent applicable), or other applicable laws or which the AlphaCode Representatives give under the CPA (to the extent applicable), or other applicable laws, to the extent that the law does not allow them to be limited or excluded.
- 19.6 These Member Terms, and any rights, obligations and licenses granted hereunder, may not be transferred, ceded, delegated or assigned by you.
- 19.7 You agree that we may, at any time, transfer, delegate, cede or assign any or all of our rights and obligations under these Member Terms without your consent. We will inform you if we transfer, cede, delegate or assign any rights or obligations to a third party.
- 19.8 As far as the law allows, we will not lose any rights under these Member Terms if we do not exercise them immediately or each time.