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I, in my capacity and as duly authorised representative of a Small, Medium or Micro-sized Enterprise (“SMME”), hereby declare, agree and undertake the following towards the University of Pretoria and the Centre for Entrepreneurship, Faculty of Economic and Management Sciences, their employees and professional advisers:

1. The University of Pretoria (“the University”) acting through its Centre for Entrepreneurship (“CfE”) facilitates the online National SMME Support Portal (“NSSP 19”) initiative to mitigate business failure-risk and the process of business turnaround and rescue for SMMEs. I agree that the online participation in the NSSP 19 initiative is voluntary.
2. The University is not under any circumstances obliged or compelled to provide support to the SMME, and all applications for support must go through the University’s vetting and approval procedures. I acknowledge that no representations whatsoever have been made to me or the SMME that support will be provided to the SMME.
3. I understand that my use of the online portal is voluntarily and that such use does not constitute a business relationship between myself or the SMME and the University.
4. Successful SMME applicants acknowledge and agree that the information and services to be provided under the NSSP 19 by the professional counsellors who supports this initiative will only be advisory in nature and the University does not accept any responsibility whatsoever for the appropriateness, quality, accuracy, timeliness and completeness of the materials. The materials are provided on an “as is” basis, without warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. The University specifically does not make any warranties or representations as to the appropriateness, quality, timeliness, accuracy or completeness of the materials. Before making any decisions or taking any action, the SMMEs must consult with their stakeholders, financial, legal and other advisors for further guidance upon the intended actions.
5. While the professional counsellors will exercise all reasonable care to provide accurate information, informed business and legal advice, as well as perform their services with reasonable promptness, neither the University, its associates or the professional counsellors will be liable for any decisions made or actions taken on the basis of the information or advice provided or the advisory services rendered.
6. The SMMEs further acknowledge that the support under the NSSP 19 will be provided with no guarantee of a successful intended outcome and without any warranty of any kind, whether express or implied.
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8. The use of the online portal is at the SMME’s sole risk. By using the online portal, the SMME agrees to defend, indemnify and hold harmless the University, its employees, information providers and content providers from and against any losses, damages, expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the use of the online portal. Neither the University nor any of its employees, information providers or content providers shall be liable to any user or anyone else for any inaccuracy, error, omission, interruption, timeliness, incompleteness, deletion, defect, failure of performance,

computer virus, communication line failure, alteration or use of any content published on the online portal, regardless of cause, or for any damages resulting therefrom.

9. If the SMME is dissatisfied with any material on the online portal or with any of the terms and conditions governing the online portal, the SMME's sole and exclusive remedy is to discontinue using the online portal.
10. The University reserves the exclusive right, at its sole discretion, to alter, limit or discontinue the online portal without notice, and shall have no obligation to take the needs of any user into consideration in connection therewith. The University reserves the right to deny, at its sole discretion, any user access to the online portal or any portion thereof without notice.
11. The University will not collect personal information, such as the name, mailing address, e-mail address, and other information of individual SMMEs, unless such information is voluntarily disclosed. In such event, the University will only use the personal information for the purpose for which it was disclosed.
12. The SMME shall defend, indemnify and hold harmless the University, the professional counsellors, and its officials, employees and agents against any claim for direct, indirect, consequential, special or similar damages, or loss of whatever nature instituted against University or the professional counsellors or any of its officials, employees or agents. The SMME through its duly authorised representative acknowledges and agrees that it has read this indemnity and disclaimer in its entirety, and that it fully understands the nature, content and implications hereof and agree hereto, and that it shall be bound thereto from the date of the signature hereof.

To proceed or continue on the online platform kindly click "I agree" below:

I agree

*(Electronically automated thus not signed)*