



# Edge Growth Platform Terms of Use

POPI Policy / June 2021



## TERMS OF USE

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING OUR PLATFORMS. THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS FOR THE USE OF THE EDGE GROWTH GROUP'S PLATFORMS AND CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY ACCESSING AND USING OUR PLATFORMS, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD NOT USE OUR PLATFORMS.**

### **1. Interpretation**

- 1.1. These Terms of Use together with our Privacy Notice (which can be accessed at the following link: <https://edgegrowth.com/privacy-notice.pdf>) (collectively, the "**Agreement**") will form a written contract between you and Edge Growth and, in addition to any separate terms or agreement agreed with you, will govern our relationship and your use of our Platforms.
- 1.2. The following terminology applies to these Terms of Use:
  - 1.2.1. "**you**" and "**your**" refers to you, the person accessing our Platforms and accepting these Terms of Use;
  - 1.2.2. "**Edge Growth**", "**ourselves**", "**we**", "**our**" and "**us**", refers to each entity within the Edge Growth Group with whom you are contracting for purposes of the relevant Edge Growth services or for purposes of accessing the relevant Edge Growth Platform/s;
  - 1.2.3. **Edge Growth Group** means all entities within the Edge Growth group of companies from time to time, including –
    - 1.2.3.1. Edge Growth Business Development Proprietary Limited (registration number 2007/034836/07).
    - 1.2.3.2. Edge Growth Ventures Proprietary Limited (registration number 2017/148177/07).
    - 1.2.3.3. Edge Growth Access Proprietary Limited (registration number 2017/124543/07).
    - 1.2.3.4. Edge Growth Accelerate Proprietary Limited (registration number 2017/124541/07); and/or
    - 1.2.3.5. Edge Growth Blue Skies Proprietary Limited (registration number 2021/516484/07); and/or
    - 1.2.3.6. Edge Growth Technology Services Proprietary Limited (registration number 2018/315303/07); and/or



- 1.2.3.7. any trust founded by an entity within the Edge Growth group of companies for its own operations and/or any trust that receives fund management services by an entity within the Edge Growth group of companies and all such entities' successors-in-title (wherever any such members may be located);
- 1.2.4. **"party", "parties", or "us"**, refers to both you and us, or either you or us, as the context may indicate.
- 1.2.5. **"Platforms"** means all the Edge Growth Group's websites, mobile sites, mobile applications, online web applications, tools, software-based services, social media platforms, emails, or any other technology or mechanism you may use to interact with us; and
- 1.2.6. **"Documentation"** means documentation, tools and/or data that the Edge Growth Group makes available to you on the Platforms or otherwise.
- 1.3. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same. Information on this website is for your general information only.
- 1.4. The person agreeing to and accepting this Agreement warrants that he/she is duly authorized to agree to the terms of this Agreement.

## 2. Registration to use our Platforms

- 2.1. To access and use some of our Platforms you may be requested to -
  - 2.1.1. register and subscribe to use the Platform, where you will create, or we will allocate you, a username, password or other log-in ("**User ID**").
  - 2.1.2. login using your User ID; and
  - 2.1.3. comply with the terms of the Agreement.
- 2.2. Your User ID is personal to you. You -
  - 2.2.1. must keep your User ID confidential and not disclose it to any third party or allow any third party to access or use the Platforms with your User ID.
  - 2.2.2. must inform us promptly if a third-party gains access to your User ID.
  - 2.2.3. are responsible for all use of, or activities under your User ID.
  - 2.2.4. will not circumvent our User ID authentication procedures or systems; and
  - 2.2.5. ARE LIABLE FOR ANY DAMAGE, LOSS OR COSTS SUSTAINED BY YOU, US OR BY ANY THIRD PARTY HOWSOEVER ARISING AS A RESULT OF ANY ACTIONS BY YOU OR ANY THIRD PARTY USING YOUR USER ID.

## 3. Grant of license

Subject to you abiding by the terms of this Agreement, we grant you a limited, personal, revocable, non-exclusive, non-sub-licensable, non-transferable license use of our Platform, strictly in accordance with the terms of this Agreement.



#### **4. Use restrictions**

- 4.1. Any use of the Platforms not permitted by this Agreement is prohibited and, without limiting the generality of the foregoing, you will not permit others to:
- 4.1.1. license, sub-license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Platforms or make the Platforms available to any third party;
  - 4.1.2. copy, modify, reverse compile, reverse engineer, or extract source codes from the Platforms, except to the extent that we may not prohibit you from doing so under applicable laws or regulations or you have our prior written consent to do so. Where applicable laws or regulations entitle you to reverse compile or extract source codes from the Platforms, you will first contact us to request the information you need;
  - 4.1.3. remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Edge Growth or its affiliates, partners, suppliers or the licensors of the Platforms;
  - 4.1.4. use the Platforms in breach of any applicable law or regulation;
  - 4.1.5. make any misrepresentation;
  - 4.1.6. post, upload or transmit any abusive content;
  - 4.1.7. commit fraud;
  - 4.1.8. propagate, distribute or transmit destructive code, whether or not damage is actually caused thereby;
  - 4.1.9. gather personal or commercial information including (without limitation) e-mail addresses and/or names from any Internet facilities, whether managed by us or by any third party, for commercial or any other purpose without the consent of the owners of such information;
  - 4.1.10. use robots, spiders, or any other device, be it automated or manual, to monitor or copy any Content from the Platform;
  - 4.1.11. use any of the Platform for commercial purposes other than those provided for hereunder, including (without limitation), reformat and display the results of a search; mirror our home page or result pages on your website. If you want to make commercial use of the Platform, you are required to enter into an agreement with us;
  - 4.1.12. access any of the Platform or any similar service of a third party or any network without authorisation or through hacking, password mining or any other means;
- 4.2. You may not make copies of the Documentation except as may be necessary for backup and archival purposes and you will destroy all Documentation when requested by us.
- 4.3. Documentation, data, information, ideas and opinions expressed on the Platforms should not be regarded as professional advice or the official opinion of Edge Growth and you are encouraged to consult professional advice before taking any course of action.



## 5. Intellectual property

- 5.1. Except as expressly stated otherwise, this Agreement does not in any way grant, assign, transfer or license any party's intellectual property rights to the other party.
- 5.2. You acknowledge that all intellectual property rights subsisting in or used in connection with the Platforms, including all Documentation, databases, analytical data, updates, upgrades, enhancements, new developments and improvements are and shall remain the sole property of Edge Growth. You shall not, during or at any time after the expiry or termination of this Agreement, in any way question or dispute the ownership by Edge Growth thereof.
- 5.3. In the event of new inventions, designs or processes evolve in performance of or as a result of this Agreement, you acknowledge that such inventions, designs or processes shall be the property of Edge Growth, unless otherwise agreed in writing by Edge Growth.
- 5.4. You will retain ownership of any original content or data which you may upload, transmit or store when using our Platforms.
- 5.5. We will own all compilations, collective works or derivative works created by us which may incorporate your content.

## 6. Updates to Platforms

- 6.1. We may from time to time provide enhancements or improvements to the features/functionality of the Platforms, which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates**").
- 6.2. Such Updates may occur automatically or manually. We do not guarantee that we will make any Updates available for any of the Platforms, or that such Updates will continue to support your device or system.
- 6.3. Updates may modify or delete certain features and/or functionalities of the Platforms. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platforms to you.
- 6.4. You further agree that all Updates will be (i) deemed to constitute an integral part of the Platforms, and (ii) subject to the Agreement and conditions of this Agreement.
- 6.5. No Service maintenance is provided under this Agreement, except for Updates.



## 7. Third-party services

- 7.1. The Platforms may display, include or make available third-party content (including data, information, software and other products or services) or provide links to third-party websites or services ("**Third-Party Services**").
- 7.2. You acknowledge and agree that we do not control or verify Third-Party Services and we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.
- 7.3. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
- 7.4. When you acquire services or products from a third party through any of our Platforms, you understand and agree that -
  - 7.4.1. we are not a party to the contract between you and the third-party.
  - 7.4.2. we are under no obligation to monitor the third-party service used by you.
  - 7.4.3. the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. We will not be liable to you for any reason under the contract with the third party.
  - 7.4.4. you will evaluate the product or service and the applicable terms and conditions before acquiring the product or service.
- 7.5. If those third parties change, suspend or stop providing such services or products, we may similarly change, suspend or stop providing it to you. We may nevertheless endeavor to provide such a service in another way or by using another supplier or service provider.
- 7.6. We do not provide any technical support for any Third-Party Services.
- 7.7. We may use software that is subject to "open source" licenses (the "**Open-Source Software**"). Where we use such Open-Source Software there may be provisions in the Open Source Software's license that expressly override this Agreement, in which case such provisions shall prevail to the extent of any conflict with this Agreement.

## 8. Privacy Notice and Consent in terms of Data Protection Laws

- 8.1. For purposes of this clause 8 "**Data Protection Laws**" means the Protection of personal information Act, 4 of 2013, Electronic Communication and Transaction Act, 25 of 2002 and Promotion of Access to Information Act, 2 of 2000, including any related regulations, guidance and codes of practice issued by the Information Regulator or relevant supervisory authority from time to time (and all terms used have the meaning given to them in these laws).
- 8.2. By accessing, and/or uploading and submitting personal information to any one or more of our Platforms you -
  - 8.2.1. acknowledge that you have read, fully understood and accept Edge Growth's Privacy Notice which you can access here <https://edgegrowth.com/privacy-notice.pdf>;





- 8.2.2. acknowledge that any access to a Platform other than to your own personal profile requires separate, prior and written agreement between yourself and the relevant Edge Growth entity/ies. Without any such agreement, you commit not to attempt to access or download or further process any personal information beyond that accessed within your personal profile.
- 8.2.3. voluntarily, specifically and unconditionally consent to the processing of each and every item of personal information uploaded by you to a Platform for any and all purposes related to the reason for the submission of your personal information to a Platform which may include, but is not limited to –
  - 8.2.3.1. enabling Edge Growth to provide you with the services offered by it;
  - 8.2.3.2. enabling Edge Growth to assess the information submitted by you for purposes of determining your eligibility for one of the programmes offered by Edge Growth.
  - 8.2.3.3. evaluating, developing or improving Edge Growth’s services.
  - 8.2.3.4. as far as is legally permissible, keeping you informed about services offered by Edge Growth; and/or
  - 8.2.3.5. providing you with an efficient and smooth customer experience.
- 8.2.4. agree, in the absence of any written objection received from you, that this processing consent shall be indefinite and/or for the period otherwise required in terms of any applicable law.
- 8.2.5. confirm that the information submitted is accurate and complete and you commit to maintain and updating such information when necessary. Should this not be done, Edge Growth shall not be liable for any loss, damage or injury suffered by you or any third party as a result of any inaccuracies or lack of completeness and you indemnify Edge Growth against any such loss, damage or injury;
- 8.2.6. authorise the Edge Growth entity to which your information is initially and mainly submitted to share your personal information with any third party where it is in the legitimate interest of that Edge Growth entity to do so and agree that such third parties may process your personal information for reasons related to the Edge Growth entity’s or the third party’s legitimate interests;
- 8.2.7. agree that Edge Growth may transfer your personal information cross-border subject to any/all applicable data protection legislation or requirements;
- 8.2.8. consent to Edge Growth contacting and requesting information from any third party, credit bureau or business, to obtain any information relevant to your submission of personal information;
- 8.2.9. agree that the personal information submitted by you to any one or more of our Platforms shall be retained by Edge Growth for the period necessary to achieve the purpose for which it was submitted or subsequently processed, which period is stipulated within Edge Growth’s data retention policies and procedures. You are welcome to enquire about the retention period that will apply to your personal information by contacting Edge Growth using the contact details below or those contained in the Edge Growth Group Privacy Notice.
- 8.2.10. commit to contacting Edge Growth directly regarding any concern you may have with the processing of your personal information in terms hereof so that Edge Growth Group can assist with addressing your concern, to the extent possible.



**9. Term and termination**

- 9.1. Edge Growth may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- 9.2. This Agreement will terminate immediately, without prior notice from Edge Growth, if you fail to comply with any provision of this Agreement.
- 9.3. Upon termination of this Agreement, you shall cease all use of the Platforms and Documentation and upon Edge Growth's instructions delete all copies of the Platforms and Documentation.

**10. Payments service providers**

- 10.1. We may provide paid products and/or services on our Platforms. We use third-party services for payment processing.
- 10.2. We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their privacy policy or privacy notice (as the case may be). These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI DSS requirements help ensure the secure handling of payment information.

**11. Edge Growth Group's liability**

- 11.1. EDGE GROWTH GROUP SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT, THE PLATFORMS, ITS USE OR OTHERWISE, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER APPLICABLE LAW.
- 11.2. NOTWITHSTANDING THE GENERALITY OF CLAUSE 11.1 ABOVE, EDGE GROWTH GROUP EXPRESSLY EXCLUDES LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE PLATFORMS, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS.
- 11.3. YOU ACKNOWLEDGE THAT PLATFORMS IN GENERAL ARE NOT ERROR-FREE AND AGREE THAT THE EXISTENCE OF SUCH ERRORS SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.
- 11.4. IN THE EVENT THAT YOU DISCOVER A MATERIAL ERROR WHICH SUBSTANTIALLY AFFECTS YOUR USE OF THE PLAFTORMS, YOU MAY NOTIFY EDGE GROWTH GROUP OF THE ERROR. EDGE GROWTH GROUP SHALL USE ALL REASONABLE ENDEAVOURS TO CORRECT, BY PATCH OR UPDATE (AT ITS OPTION), THAT PART OF THE PLATFORM WHICH IS FAULTY, PROVIDED THAT SUCH FAULT HAS NOT BEEN CAUSED BY ANY MODIFICATION, VARIATION OR ADDITION TO THE PLATFORM NOT PERFORMED BY EDGE GROWTH GROUP OR CAUSED BY YOUR INCORRECT USE, ABUSE OR CORRUPTION OF THE PLATFORM OR BY USE OF THE PLATFORMS WITH OTHER PRODUCTS OR SOFTWARE OR WITH EQUIPMENT WITH WHICH IT IS INCOMPATIBLE.
- 11.5. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EDGE GROWTH GROUP DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PLATFORMS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.





- 11.6. ALTHOUGH EDGE GROWTH GROUP DOES NOT WARRANT THAT THE PLATFORMS SUPPLIED HEREUNDER SHALL BE FREE FROM ALL KNOWN VIRUSES, IT HAS USED COMMERCIALY REASONABLE EFFORTS TO CHECK FOR THE MOST COMMONLY KNOWN VIRUSES, BUT YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN VIRUS SCANNING AND PROTECTION.
- 11.7. WHILE WE ENDEAVOUR TO ENSURE THAT THE PLATFORMS ARE NORMALLY AVAILABLE 24 HOURS A DAY, EDGE GROWTH GROUP SHALL NOT BE LIABLE IF, FOR ANY REASON, THE PLATFORMS ARE UNAVAILABLE AT ANY TIME OR FOR ANY PERIOD.
- 11.8. ACCESS TO THE PLATFORMS MAY BE SUSPENDED TEMPORARILY AND WITHOUT NOTICE IN THE CASE OF SYSTEM FAILURE, MAINTENANCE OR REPAIR OR FOR REASONS BEYOND EDGE GROWTH GROUP'S CONTROL.
- 11.9. YOU AGREE TO INDEMNIFY AND HOLD EDGE GROWTH GROUP AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (IF ANY) HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, DUE TO OR ARISING OUT OF YOUR: (A) USE OF THE PLATFORMS; (B) VIOLATION OF THIS AGREEMENT OR ANY LAW OR REGULATION; OR (C) VIOLATION OF ANY RIGHT OF A THIRD PARTY.

## **12. Dispute resolution**

- 12.1. You agree that any dispute between us shall be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 12.2. The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- 12.3. The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.
- 12.4. You must send any notice or legal process relating to the Agreement, to the following address:

**Investment Place Office Park, 10th Road Off 2<sup>nd</sup> Avenue, First Floor, Block B Hyde Park 2196**

## **13. Hyperlinking to our Content**

- 13.1. The following organizations may link to our websites without prior written approval:
- 13.1.1. Government agencies;
  - 13.1.2. search engines;
  - 13.1.3. news organisations;
  - 13.1.4. online directory distributors when they list us in the directory may link to our websites in the same manner as they hyperlink to the websites of other listed businesses.



- 13.2. These organizations may link to our home page, to publications or to other website information so long as the link:
- 13.2.1. is not in any way misleading;
  - 13.2.2. does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
  - 13.2.3. fits within the context of the linking party's site.
- 13.3. We may consider and approve in writing, in our sole discretion, other link requests from the following types of organizations:
- 13.3.1. commonly known consumer and/or business information sources;
  - 13.3.2. internet portals;
  - 13.3.3. accounting, law and consulting firms whose primary clients are corporates; and
  - 13.3.4. educational institutions and trade associations.
- 13.4. We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavourably on us and our accredited businesses; (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of the link and is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.
- 13.5. Approved organizations may hyperlink to our websites as follows:
- 13.5.1. by use of our corporate name; or
  - 13.5.2. by use of the uniform resource locator (Web address) being linked to; or
  - 13.5.3. by use of any other description of our websites or material being linked to that makes sense within the context and format of content on the linking party's site.
- 13.6. No use of Edge Growth's logo or other artwork will be allowed for linking absent a trademark license agreement.

#### **14. Iframes**

Without prior approval and express written approval, you may not create frames around our web pages or use other techniques that alter in any way the visual presentation or appearance of our websites.

#### **15. Reservation of Rights**

We reserve the right at any time and in our sole discretion to request that you remove all links or any particular link to our websites. You agree to immediately remove all links to our websites upon such request. We also reserve the right to amend these Terms of Use and the Privacy Notice at any time. Please review the Terms of Use and the Privacy Notice each time you visit a website. By continuing to link to any of our websites, you agree to be bound to and abide by the most recent version of the Terms of Use and the Privacy Notice.



**16. Removal of links from our websites**

- 16.1. If you find any link on our websites or any linked website objectionable for any reason or would like to provide any feedback, you may contact us about this through our Contact Us page at the following link [<https://edgegrowth.com/contact/>]. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. If you transmit any ideas, information or materials to us through this website, you hereby grant us unrestricted consent to process them for any purpose, which shall be processed in accordance with our Privacy Notice.
- 16.2. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

**17. Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

**18. Cookies**

- 18.1. We employ the use of cookies. By using an Edge Growth website, you consent to the use of cookies in accordance with the Privacy Notice, which can be accessed at the following link: <https://edgegrowth.com/privacy-notice.pdf>.
- 18.2. Most of the modern-day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people accessing websites.

**19. Amendments to this Agreement**

- 19.1. We reserve the right, in our sole discretion, to modify or replace this Agreement at any time. If a revision results in a material change, we will provide at least 30 calendar days' notice prior to any new Agreement taking effect. What constitutes a material change will be determined at our sole discretion.
- 19.2. BY CONTINUING TO ACCESS OR USE OUR PLATFORMS AFTER ANY REVISIONS BECOME EFFECTIVE, YOU AGREE TO BE BOUND BY THE REVISED AGREEMENT. IF YOU DO NOT AGREE TO THE NEW AGREEMENT, YOU ARE NO LONGER AUTHORIZED TO USE THE PLATFORMS.

**20. General terms**

- 20.1. This Agreement is the sole record of the agreement between you and us, with neither party being bound by any express, tacit or implied representation or warranty not recorded in this Agreement.
- 20.2. No agreement shall be concluded or amendment to this Agreement effected merely by you sending a data message to us or using our Platforms.



- 20.3. We may cede, transfer or assign its rights and obligations under the Agreement to a third party without your consent.
- 20.4. You may not cede, transfer or assign your rights or obligations under the Agreement to a third party without our written consent.
- 20.5. If any provision of the Agreement is or becomes unenforceable for any reason, then such provision will be treated as if it had not been included in the Agreement to the extent that it remains unenforceable and shall not affect the validity of the remaining provisions of the Agreement.
- 20.6. The Agreement is governed by and interpreted in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law, with you irrevocably consenting to the exclusive jurisdiction of the courts of South Africa, in respect of all proceedings arising out of or pursuant to the Agreement.
- 20.7. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.
- 20.8. If you have any questions about this Agreement, please contact us via email at one of the following addresses

For a query related to Growth Tracker: [tracker@edgegrowth.com](mailto:tracker@edgegrowth.com)

For a query related to Incubator Portal: [incubatorportal@edgegrowth.com](mailto:incubatorportal@edgegrowth.com)

For any other queries: [info@edgegrowth.com](mailto:info@edgegrowth.com)

