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### **No Warranties**

This website is provided "as is" without any representations or warranties, express or implied. Jala Holdings Ltd makes no representations or warranties about this website or the information and materials provided on this website.

Without prejudice to the generality of the preceding paragraph, Jala Holdings Ltd does not warrant that: -

- This website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes or is meant to constitute, an advice of any kind. If you require advice about any legal, financial, investment or property-related matter, you should consult an appropriate professional.

### **Limitations of Liability**

Jala Holdings Ltd will not be liable to you (whether under the law of contract or otherwise) about the contents of, or use of, or otherwise in connection with, this website: -

- For any indirect, special or consequential loss; or
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Jala Holdings Ltd has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit, and nothing in this website disclaimer will exclude or limit Jala Holdings Ltd's liability in respect of any: -

- Death or personal injury caused by Jala Holdings Ltd's negligence;
- Fraud or fraudulent misrepresentation on the part of Jala Holdings Ltd;
- Or matter which it would be illegal or unlawful for Jala Holdings Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, please do not use this website.

### **Other Parties**

You accept that, as a limited liability entity, Jala Holdings Ltd has an interest in limiting the personal liability of its directors and employees. You agree that you will not bring any claim personally against Jala Holdings Ltd's directors or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the preceding paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Jala Holdings Ltd's directors, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Jala Holdings Ltd itself.

## **Unenforceable Provisions**

If any provision of this website disclaimer is or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Jala Holdings Ltd and undertake to keep Jala Holdings Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Jala Holdings Ltd to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by Jala Holdings Ltd arising out of any breach by you of any provision of these terms and conditions.

## **Breaches of These Terms and Conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, Jala Holdings Ltd may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

Jala Holdings Ltd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Assignment**

Jala Holdings Ltd may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire Agreement**

These terms and conditions, together with our PRIVACY POLICY document, constitute the entire agreement between you and Jala Holdings Ltd about your use of this website and supersede all previous agreements in respect of your use of this website.

## **Law and Jurisdiction**

These terms and conditions will be governed by and construed by the laws of the Republic of South Africa and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of the Republic of South Africa.

## **PRIVACY POLICY**

1. Jala Holdings Ltd will protect the confidentiality of subscribers to our newsletters and visitors to our website, and will only make use of information provided by subscribers or visitors for the specific purpose permitted or required.
2. Jala Holdings Ltd will only release a subscriber's information to a third party under the following circumstances: -
  - When directed by the written instruction of the subscriber or prospective subscriber; or
  - When directed by an order of Court
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