

## **TERMS OF ACCESS**

### **USE OF WEBSITE**

The use of this website constitutes an acceptance of these Terms of Access of Garlicke & Bousfield Inc. ("G&B"). If the user does not accept these Terms of Access they must exit the website as continued use will be construed as consent to be bound by these Terms of Access.

### **COMMUNICATIONS**

All communications regarding this website should be addressed to carol.tromp@gb.co.za.

### **COPYRIGHT**

The content and design of the website pages are subject to copyright owned by G&B or used under licence from third party copyright owners. Pages may be printed for personal use but no part of the website may be reproduced or transmitted for any other purpose.

### **ADVISE**

This website includes content related to the law and legal developments. Such content is intended to provide general guidance only and should not be regarded as a substitute for taking legal advice in relation to your particular circumstances.

G&B has its offices in La Lucia and has alliances with law firms outside South Africa. However, content relating to the law and legal developments featured on this website is based upon the laws of South Africa unless otherwise expressly stated.

### **NO WARRANTIES**

This website is provided "as is" without any representations or warranties, express or implied. G&B makes no representations or warranties in relation to this website or the information and materials provided on this website.

While G&B makes every effort to ensure this website is operational and accurate, it does not warrant that the website will be continuously available or available at all.

### **LIMITATIONS OF LIABILITY**

This website is made available for public viewing on the basis that G&B excludes, to the extent lawfully permitted, all liability whatsoever for any loss or damage (whether direct, indirect or consequential) howsoever arising out of the use of the website or reliance upon the content of this website.

G&B is a personal liability company incorporated in accordance with the company laws of South Africa. The user agrees not to bring any claim personally against G&B's directors or employees in respect of any losses the user suffers in connection with this website, the warranties and limitations of liability in these Terms of Access applying equally to G&B's directors and employees.

### **AMENDMENTS TO TERMS AND CONDITIONS**

G&B reserves the right to amend or update these Terms of Access from time to time. Amendments or updates to the Terms of Access will become effective upon such

changes being posted to the website. It is the user's obligation to check for changes or updates. The user's continued use of the website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these Terms of Access, including such changes and updates.

## LINKS TO OTHER WEBSITES

Through this website users may be able to link to other websites which are not under the control of G&B. G&B has no control over the nature, content and availability of third parties websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within those websites.

## PROTECTION OF PERSONAL INFORMATION

G&B may be subject to obligations prescribed by law when processing personal information obtained from users accessing this website and will take all reasonable steps to protect the privacy and personal data of the users, but G&B makes no warranty in respect thereof. The user indemnifies and holds G&B harmless from any liability from G&B's failure to protect the privacy and personal data of users.

## SECURITY

G&B has taken all reasonable steps to secure the content of this website but does not make any warranties or representations that the content shall be safe and secure.

G&B is under no obligation to encrypt any content or communications from and to the website and is also under no duty to provide digital authentication of any page on the website.

Users may not deliver or attempt to deliver, whether intentionally or negligently, any damaging code or virus to the website or the server and computer network that support the website. Any user, who delivers any damaging code or virus to the website, whether intentionally or negligently, shall, without any limitation, indemnify and hold G&B harmless against any and all liability, damages and losses G&B or its agents or affiliates may suffer as a result of such damaging code or virus.

## REASONABLENESS

The user agrees that the warranties, exclusions and limitations of liability set out in this website's terms of access are reasonable.

## UNENFORCEABLE PROVISIONS

If any provision of this website's Terms of Access is found to be unenforceable under applicable law, it will not affect the enforceability of the other provisions of this website's Terms of Access.

## DISPUTES AND APPLICABLE LAW

This website is hosted, controlled and operated from South Africa and therefore South African law governs the use or inability to use the website, its content, services and these Terms of Access. Any dispute arising out of the use or publication of this website is subject to the exclusive jurisdiction of the courts of South Africa.