## PROJECTWORKS CONSULTING (PTY) LTD - 2007/020835/07

## **MANDATORY ITEMS – WEBSITE DOCS**

**ITEM NO. 5.3 – DISCLAIMER** 

## **DISCLAIMER**

- 1. "We" or "us" means ProjectWorks Consulting (Pty) Ltd 2007/020835/07.
- 2. Your use of our website is dependent on factors beyond our control, such as the network coverage or availability of your Internet Service Provider. We are not liable for any loss or damages you may suffer if a factor beyond our control arises, and you cannot access this website.
- 3. You use our website and the online services entirely at your own risk. You are fully responsible for any loss or damage that may result from you using or not being able to use our website or any of its content, information or any online service.
- 4. We (including our owners, agents, consultants, employees and any affiliated person) are not responsible for any loss or damages related to your use of our website. This includes, without limitation, any direct, indirect, special, incidental, consequential or punitive damages in terms of any contract, delict (breach of a duty of care) or law, and even if we were expressly told that any loss or damage was possible.
- 5. We are not responsible for any loss that results from:
- any technical or other problem (including interruption, malfunction, downtime or other failure) that affects our website, system or any online service or any database for any reason;
- any problem affecting any other goods or services provided by any other party, for example any telecommunication or Internet service provider, electricity supplier, or local or other authority;
- 5.3 any loss of or damage to any personal information or other data caused directly or indirectly by technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or because of your own negligence;
- any order, investment decision or purchase or disposal of goods or services (including any financial instrument or currency) from any other party based on any information on our website; or
- 5.5 any event over which we have no direct control.
- 6. Our website may include links to external websites. When you follow such links the external website may appear as a full screen (in which case you will need to use the back button on your browser to return to our website) or in some cases it may appear within the frame of this website (in which case you will be able to return to this website by using the navigation buttons within the frame). Where an external website appears within the frame of our website, this is purely for ease of navigation back to our website and does not indicate any responsibility on our part for the external website concerned, even if it is a website owned and operated by another of our group companies. These links are provided in order to help you find relevant websites, services and/or products which may be of interest to you quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these websites are suitable for your purposes. We are not responsible for the owners or operators of these websites or for any goods or services they supply or for the content of their websites and do not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website to which this website includes a link infringes the intellectual property rights of any third party).
- 7. All information or advice provided as part of our website is intended to be general in nature and you should not rely on it in connection with the making of any decision. We try to ensure that all information provided as part of our website is correct at the time of inclusion on the website but do not guarantee the accuracy of such information. We are not liable for any action you may take as a result of relying on such information or advice or for any loss or damage suffered by you as a result of you taking this action.

- 8. We reserve the right to monitor any information transmitted or received through any forum provided. We, at our sole discretion and without prior notice, may at any time review, remove or otherwise block any material posted.
- 9. Should any part of our website offer you the opportunity to join in or read from a forum, please be aware that any communications posted on the forum represent the views of the individual who posted such communication and are not to be taken as our views. We accept no responsibility or liability for anything posted on the forum by any user of the forum and you must not use the forum to post, upload, or otherwise transmit information or pictures that are defamatory, a breach of privacy or otherwise unlawful.