

Legal Notice of Terms and Conditions of Use

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the L2D (“Provider”) website located at the domain name website <https://www.liberty2degrees.co.za/> (“the Website”).

By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute Content obtained at the Website.

Updating of these Terms and Conditions:

The Provider reserves the right to change, modify, add to, or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User’s obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User’s continued use of this 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 and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights:

The Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third-party owners of such content, and includes but is not limited to Reports, Financial Statements, Publications, Sound and Video Recordings, Photographs, Publications and links thereto (“the Content”). All such Content and the compilation of such Content are the proprietary works, and the copyright of the Provider, its affiliates or subsidiary, or any other third-party owner of such rights (“the Owners”) and is protected by South African and International copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any time and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions relating to the use of the Website, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent, or other Intellectual Property Rights in or to the Content on or at the Website.

Limited License to General Users:

The Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited, and revocable right to access, use, download and otherwise copy the Content for personal, non-commercial and information purposes only.

This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of the Provider.

The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant.

The User may not frame nor use framing technologies to enclose the Provider’s Website or the Content nor any part thereof without the express prior written consent of the Provider.

The Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers on the Website.

The Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in their sole discretion.

The User may only use the Website and Content in compliance with South African law. Any unauthorized or illegal use terminates this license. In addition, the User may not interfere with or gain unauthorized access to the Provider's servers, networks, or any software licenced to the Provider, or attempt to interfere with or gain unauthorized access to the Provider's servers, networks, or software licenced to the Provider. This will include but not be limited to any actions amounting to hacking, unauthorised interception or monitoring of data, obtaining other User's registration details, security violation of the Provider's systems and network and intentional distribution of files that contain viruses, use the Website to obtain personal information of any other Users, use the Website to distribute any material that may be regarded as defamatory, discriminatory, offensive, hate speech, or which contains content that may be harmful to minors, including child pornography or use the Website for purposes of distributing unsolicited electronic communications.

Limitation of liability:

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy, or completeness of the Content. Neither the Provider nor any holding company, affiliate, or subsidiary of the Provider, shall be held responsible for any direct or indirect special, consequential, or other loss or damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if the Provider is expressly advised thereof.

Privacy, access to and use of information:

The Provider receives various types of information ("the Information") from Users who access the Website. The Provider makes every effort to protect any Information received by it. Despite such undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. The Provider will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential information that the User makes to the Provider or third party, using the links appearing on the Website, through the Internet, or that the User expressly or implicitly authorises the Provider to make, or for any errors or any changes made to any transmitted information. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms and Conditions:

1. Privacy: Casual Surfing:

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User's computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve the Content thereon. The Provider processes the User's information in accordance with the Provider's privacy statement which can be found on the Website.

2. Privacy: Third-Party Links and websites:

The Provider aspires to provide a streamlined service to the User, which necessitates the Provider providing links on the Website to third party content and services which the User may voluntarily access and register for in order for the User to receive periodic information about the Provider's business. In each instance, the User is notified that the User makes use of such third party links at its own risk and in accordance with the terms and conditions of such third party service providers as displayed and made available on their respective websites. The User agrees that the Provider

is not responsible for any such third-party content or services or costs of any nature whatsoever. Please check these policies before you submit any personal information to these websites or use these services. For more information, please send an email to info@liberty2degrees.co.za.

3. Privacy: Lawful Purposes:

When the Provider is served with due legal process requiring the delivery of personal User Information, it has the legal duty to abide by that demand and will do so.

4. Transfer of information outside of South Africa:

The information that the Provider collects from the User is located and stored on secure regional servers within South Africa, but it may be transferred to, and stored at a destination outside of South Africa, as may be required. It may also be processed by staff operating outside of South Africa who work for the Provider or for one of the Provider's suppliers. The Provider will take reasonable steps to confirm if the data protection laws of these other countries offer adequate protection of the User's information or the Provider will endeavour to protect the User's information through appropriate contractual obligations with the relevant parties. By using the Website, the User agrees to this transfer, storage and/or processing of the User's information. The Provider will take all steps reasonably necessary to ensure that the User's data is treated securely and in accordance with the Provider's privacy statement.

Choice of Law:

This Website is controlled, operated, and administered by the Provider from its offices as set out below within the Republic of South Africa. The Provider makes no representation that the Content is appropriate or available for use in the locations or countries. Access to the Website from territories or countries where the Content is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the High Court, Gauteng Local Division, Johannesburg, whichever the case may be, in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitutes the entire agreement between the Provider and the User regarding the use of the Content and this Website.

Contact Details:

If you need to contact the Provider for purposes related to these Terms and Conditions, please use the following email address: info@liberty2degrees.co.za