

Website terms and conditions

The website to which these terms and conditions (the “Terms”) apply and for which we are responsible is www.boardserv.co.za.

Please note we are not liable for the content of this website. Please ensure that you pay particular attention to the Limitation of Liability, Content Disclaimer, and Disclaimer sections of these Terms.

Terms and Conditions

Please read these terms and conditions carefully. Together with our privacy policy, they govern our relationship with you in relation to this website.

By using the website in any way, you will signify your agreement with these Terms and to be bound by them. If you have any questions about them or do not wish to accept them, please contact us at roxanne@boardserv.co.za before using this website. Using or accessing this website indicates your acceptance of these Terms. If you do not accept these Terms, please do not continue to use this website.

Changes to these terms

We reserve the right, in our sole discretion, to amend these Terms and the Privacy Policy at any time, in any way and from time to time. We will publish the amended Terms on this Website. These amendments shall come into effect immediately.

It is your responsibility to review these Terms regularly and to ensure that you agree with any amendments to these Terms. If you do not agree with any amendments to these Terms, please do not continue to use this website.

Use of the website

We have made this website available to you for your non-commercial use. We may modify, withdraw or deny access to this website at any time.

This website and all the materials contained in it are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, stories and other text. You may not copy, redistribute, republish or otherwise make the materials on this website available to anyone else without our consent in writing.

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Content Disclaimer

This website is intended to provide general information regarding us, our services, and other information which may be of interest to you. It is not intended to provide exhaustive treatment of any subject dealt with.

The information on this website including all research, opinions or other content is not intended to and does not constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before

making any decision or taking any action which might affect your business you should take appropriate advice from a suitably qualified person.

The website may include technical, typographical or other inaccuracies and you are urged to contact us to confirm all information contained on this website before placing any reliance on it. Changes are periodically made to the information on this website and these changes will be incorporated in new editions of this website. We reserve the right to alter or amend any criteria or information set out in this website without notice.

No offer

Nothing on this website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these terms and conditions which govern the relationship between us in relation to your use of the website.

No information or content contained on this website should be taken as an offer or a recommendation by us. All services offered by us are subject to completion (in the manner required) of the requisite engagement letters and other documentation and are governed by our relevant terms and conditions. We reserve the right to reject at our absolute discretion any application submitted for services contained on this website.

No Advice

The website content is not suitable for any particular purpose whatsoever, other than as a general reference, and we may not have necessarily disclosed all risks relating to the website content or its subject matter.

The fact that we have made the website content available to you is neither a recommendation that you enter into a particular transaction or a representation that any service described on this website is suitable or appropriate for you.

Transmission of Information

Your attention is drawn to the fact that information transmitted via the Internet is susceptible to monitoring and interception.

You will bear all risk of transmitting information in this manner. We will not be liable for any loss, harm or damage suffered by you as a result of transmitting information to us. We reserve the right to request independent verification of any information transmitted via e-mail.

Please be aware that any unsolicited confidential or proprietary information sent to us via the Internet cannot be guaranteed to remain confidential. If you need to send such information to us and are concerned about the security of this information please contact us and we will advise you of the most appropriate method of transmission.

Changes to the website

We reserve the right to withdraw or modify this website at any time. We may add new features and modify or even discontinue existing features without notice to you and in our sole discretion. We reserve the right to alter or amend any criteria or information set out in this website without notice.

Limitation of liability

Your use of and reliance on this website is entirely at your own risk. The website is provided "As Is" and "As Available".

The information contained on this website is given for general information and interest purposes only. Whilst we try and ensure the information contained on the website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. Our liability to you as explained below remains unaffected by this.

We shall not be liable in respect of any loss, damage or damages however arising and whatever the cause, in

particular pursuant to and in furtherance of these Terms, your access to the website or from your inability to access the website.

We do not accept any liability for any acts or omissions resulting from your decision or opinion formed on the basis of your use of the website. Use of this website is at your sole risk. We shall not be liable for any loss or damage whatsoever and howsoever arising as a result of your use of or reliance on the information contained on the website to the maximum extent permitted by law.

We do not guarantee that this website will be compatible with all or any hardware and software which you may use. We do not guarantee that this website will be available all the time or at any specific time, that access will be uninterrupted, that there will be no delays, failure, errors or omissions or loss of transmitted information.

We shall not be liable to you for any physical loss or damage to your computer as a result of your use of this website, including any damage arising as a result of a virus. You have sole responsibility for adequate protection and back up of data and/or equipment.

These terms and conditions do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud;
- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

Our liability to you shall not in any circumstances include any business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

Disclaimer

We do not make representation that information and materials on this website are appropriate for use in all jurisdictions available on the web, or that the services offered on this website are available or indeed appropriate for use in all jurisdictions, or by all potential clients. Those who access this website do so on their own initiative, and are therefore responsible for compliance with applicable local laws and regulations. By accessing the site, the entrant has agreed that he/she has reviewed the website in its entirety including any legal or regulatory terms.

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The website may contain links to other websites, which are not under our control. The links to other sites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website.

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World Wide Web

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Severability

If any part of these terms and conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

Additional Terms

The Terms and the use of this website are governed by the laws of South Africa and any disputes will be decided only by the courts of South Africa.

Data Protection

For information on how your personal information will be used by us, please refer to our privacy policy.