

## **Legal**

### **Terms of Use of Create Optimal Group's Website**

These Terms of Use of our website applies to all visitors and customers alike. Please read these carefully to understand what you can expect regarding the information published on our website and the user experience.

### **Purpose of the information on our website**

The information contained on our website is for general information purposes only and does not purport to be an offer of our services and products, but merely an invitation to avail of our products and services.

The information is provided by Create Optimal Group (Pty) Ltd and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you may link to other websites. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

### **Unavailability of our website**

Every effort is made to keep the website up and running smoothly. However, Create Optimal Group takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control. We also reserve the right, in our sole discretion, to correct any errors or omissions in any portion of this website and to conduct unscheduled maintenance or address any technical issues beyond our control, which may necessitate the temporary suspension of access to our website.

### **Disclaimer and limitation of liability**

To the fullest extent permissible by law, we expressly disclaim all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this website and the services accessible on this website. While we take all reasonable precautions to prevent this, we do not warrant that the website or any software available for download via the website is free of viruses or destructive code.

Create Optimal Group and its members, employees, affiliates, agents or consultants (in whose favour this constitutes a stipulation for the benefit of another) shall not be liable for and you hereby indemnify us and our members, employees, affiliates, agents or consultants (in whose favour this constitutes a stipulation for the benefit of another) against any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable) arising out of your use of this website or the online services or the information contained on this website or your inability to use this website or the online services.

Without derogating from the generality of the above, we will not be liable for any:

- interruption, malfunction, downtime or other failure of the website or online services, our system, databases or any of its components, for reasons beyond our control;
- loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems, or programming defects;
- interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities or any event over which we have no direct control.

### **Intellectual Property and Copyright**

**“Intellectual Property”** means all trademarks (whether registered or not, owned by or licensed to Create Optimal Group), inventions, patents (both registered and unregistered), copyrights, registered and unregistered designs, know-how, trade secrets, contents and data (including, but not limited to software, databases, graphics, icons, hyperlinks, branding and logos) on Create Optimal Group’s website and other intellectual property owned by or licensed to Create Optimal Group and includes all future additions, adaptations and improvements to such Intellectual Property.

Any Intellectual Property which may be developed by Create Optimal Group and displayed on this website, now or in the future, shall remain the property of Create Optimal Group. Nothing contained on this website shall be construed to confer or be deemed to confer on any party any rights in or licenses to the Intellectual Property of Create Optimal Group.

Any party desirous of making use of Create Optimal Group logos, branding or website content shall only be able to do so with the express, prior written consent of Create Optimal Group that they may do so. The granting of the use of Create Optimal Group’s logos, branding or website content shall in any event be at Create Optimal Groups’s sole instance and discretion. Any party desirous of making use of logos or branding appearing on Create Optimal Group’s website and owned by other entities or persons (such as customers or suppliers of Create Optimal Group) shall contact those parties directly to obtain their permission. Create Optimal Group shall not be a party to this request and provide no assurances that such owner of the logos or branding will provide their consent.

### **Amendment of Terms**

Create Optimal Group reserves the right to make changes to these Terms of Use or update them from time to time. Where a major change is made, customers will be informed by a notice on our website. Customers and website visitors bear the responsibility to ensure that they have read the changes or updates as the case may be.