

DISCLAIMER

1 INTRODUCTION

This Disclaimer governs the use of the Site. By using the Site, you accept this Disclaimer in full.

2 DEFINITIONS AND INTERPRETATION

2.1 This Disclaimer is part of and is incorporated into our General Site Terms and Conditions, which can be found on the Site.

2.2 Please see our Definitions Key for a full explanation of all of the important terms that are used in this Disclaimer.

3 NO ADVICE

Any opinion or advice emanating from this Site must be read subject to the terms of our engagement set out in our General Site Terms and Conditions and the nature of the Services that we provide.

4 NO REPRESENTATIONS OR WARRANTIES

4.1 The use of this Site, for whatever purpose, is solely at your own risk.

4.2 Whilst all reasonable steps are taken to ensure the accuracy and integrity of any information transmitted electronically from this Site, One Aid does not represent, warrant, undertake or guarantee that:

4.2.1 the information in this Site is correct, up-to-date, accurate, complete and not misleading; or

4.2.2 that the use of recommendations or guidance on the Site will lead to any particular outcome or result.

4.3 **To the maximum extent permitted by applicable law and subject to clause 5.1 below, we exclude all representations, warranties, undertakings and guarantees relating to the Site.**

5 LIMITATIONS AND EXCLUSIONS OF LIABILITY

5.1 The limitations and exclusions of liability set out in this clause 5 and elsewhere in this Disclaimer are subject to the provisions of clause 6 below; and govern all liabilities arising under this Disclaimer or in relation to the Site, including liabilities arising in contract, in delict (including negligence) and for breach of statutory duty.

5.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

5.3 We will not be liable to you in respect of any business losses, including, without limitation: loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

5.4 We will not be liable to you in respect of:

5.4.1 any information or data on the Site that is, for whatever reason, incorrect; and/or

5.4.2 any loss or corruption of any data, database or software.

5.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

6 EXCEPTIONS

Nothing in this Disclaimer shall:

6.1 limit or exclude our liability for death or personal injury resulting from our negligence;

6.2 limit or exclude our liability for fraud or fraudulent misrepresentation;

6.3 limit any of our liabilities in any way that is not permitted under applicable law; or

6.4 exclude any of our liabilities that may not be excluded under applicable law.

7 SEVERABILITY

7.1 If a section of this Disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this Disclaimer shall continue in effect.

7.2 If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

8 GOVERNING LAW

This Disclaimer shall in all respects be governed by and construed in accordance with the prevailing laws of the Republic of South Africa.