

# **LULAWORX TERMS AND CONDITIONS OF ACCESS**

## **TERMS OF USE**

LULAWORX provides this website to the following Terms of Use Statement. If you visit this Lulaworx website, you agree to abide by these policies. Lulaworx reserves the right to make changes to this website and to modify the Terms of Use Statement at any time. Therefore, you should check these policies frequently to review the then-current policies because they are binding on you. Lulaworx offers the information on this website for general information and educational purposes only.

## **COPYRIGHT AND TRADEMARK INFORMATION**

All content included on this site, such as text, graphics, logos, button icons, images, digital downloads, and software is the property of Lulaworx or its content suppliers and is protected by copyright laws. The compilation of all content on this site is the exclusive property of Lulaworx and is protected by copyright laws.

The Lulaworx logo is a registered trademark. All other brands and names are the property of their respective owners.

## **LICENSE FOR YOUR USE OF THIS SITE**

Lulaworx grants you a limited, revocable and nonexclusive license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent.

This site or any portion of this site may not be reproduced, duplicated, copied, sold, visited or otherwise exploited for commercial purposes without the express written consent of Lulaworx may not utilize framing to enclose any trademark, logo or other proprietary information contained on this site without express written consent. You may not use any meta tags or any other "hidden text" utilizing Lulaworx's name or trademarks without our express written consent. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this site so long as the link does not portray Lulaworx, its affiliates or its services in a false, misleading, derogatory or otherwise offensive manner. You agree to use this site only for lawful purposes, and you acknowledge that your failure to do so may subject you to civil or criminal liability. You are responsible for ensuring that any materials you post to this site or a discussion area via email or otherwise does not violate the copyright, trademark, trade secret or other personal or proprietary rights of any third party. You agree not to disrupt, modify, or interfere with this site or its associated software, hardware and servers in any way and you agree not to impede or interfere with others' use of this web site. You further agree not to alter or tamper with any information or materials on or associated with this site.

Any unauthorised use terminates the permission or license granted by Lulaworx.

## **USE OF EMAIL CONTENT**

Transmittal of emails to this web site may not be private. You grant Lulaworx and its designees the unrestricted right to use, reproduce, modify, translate, transmit and distribute any information or material you supply or communicate to the web site via such postings in any medium now in existence or hereafter developed for any purpose.

## **WEB SITE LINKS**

This web site may provide links or references to other sites. Lulaworx cannot be held responsible for information, products or services obtained on such other sites and will not be liable for any damages arising from access to such sites. Any links to other sites are provided merely as a convenience to the visitors of this web site and any inclusion of such links in this web site does not imply an endorsement or warranty of the linked sites or their content, products or services. Visitors are cautioned that linked sites are governed by their own use and privacy policies, so visitors linking to such sites should make sure to visit the appropriate pages of those sites to determine what policies will apply.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

Lulaworx makes no representations or warranties about the suitability of these materials for any purpose. You acknowledge that you are using this web site at your own risk. This site is provided by Lulaworx on an “as is” and “as available” basis, and without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Lulaworx does not warrant the accuracy or completeness of the information, text, graphics, email responses, links and other items contained on this web site or on any other server. Lulaworx does not warrant that this site, its servers or email sent from Lulaworx are free from viruses or other harmful components. Lulaworx shall not be liable for damages of any kind arising from the use of this site, including, but not limited to, any direct, indirect, special, incidental, punitive or consequential damages.

## **APPLICABLE LAW AND JURISDICTION**

By visiting this web site, you agree that the Terms of Use and Privacy Statement for all purposes shall be governed and construed in accordance with the laws of the Republic of South Africa.

## **GENERAL**

Lulaworx may make changes to the information contained on this web site or the products and services described on this web site at any time. We therefore make no commitment and undertake no obligation to update the information contained herein. Lulaworx reserves the right to make changes to our Terms of Use and Privacy Statement at any time, without notice. If any of these provisions shall be deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.