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In this disclaimer, references to “Uncoupled”, “we”, or “us” refer to Belinda de Klerk trading as UNCOUPLED, including the website located at [www.Uncoupled.co.za](http://www.Uncoupled.co.za).

### **Your Responsibility**

This disclaimer governs the terms and conditions (referred to as the “Terms and Conditions”) for web users that access this website and/or the parties who appoint Belinda de Klerk to facilitate their mediation (referred to as “Service Users”). By using these services (referred to as “Uncoupled Services”), you affirm that you have read, understood, and agree to be bound by these Terms and Conditions. Service Users accept that they are deemed to do so at their own risk and have thoroughly familiarised themselves with this disclaimer. Web users that disagree with the disclaimer are requested to leave the website.

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Data Messages (as defined in the Electronic Communications and Transactions Act 25 of 2002 (referred to as the "ECT")) will be deemed to have been received by Uncoupled if and when Uncoupled responds to the Data Messages. Data Messages sent by Uncoupled to Service Users will be considered to have been received by them, as the case may be, in terms of the provisions specified in section 23(b) of the ECT Act. Service Users acknowledge that electronic signatures, encryption, and/or authentication are not required for valid electronic communications between them and Uncoupled.

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Uncoupled assumes no liability or responsibility for any (a) errors, mistakes or inaccuracies of content or confidentiality; (b) personal injury or property damage of any nature whatsoever resulting from access to the use of Uncoupled Services or inability to access or use Uncoupled Services; (c) unauthorised access to or use of our servers and/or any and all personal information and/or financial information stored therein (including any and all submissions by Service Users); (d) interruption or cessation of transmission to or from Uncoupled Services; (e) any bugs, viruses, Trojan horses or the like which may be transmitted to or through Uncoupled Services by any third party; and/or (f) loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted or otherwise made available on or through Uncoupled Services.

## **Limitation of Liability**

To the extent permitted under the applicable law, in no event will Uncoupled be liable under any theory of liability (whether in contract, delict, statutory or otherwise) for any direct, incidental, special consequential or exemplary damages, including, but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your use of Uncoupled Services.

To the extent permitted under applicable law, in no event will Uncoupled or its' officers, employees, directors, shareholders, subsidiaries, affiliates, agents or licensors, as applicable, be liable to Service

Users for damages exceeding the greater of (A) ZAR 1,000 and (B) the amounts paid by Service Users to Uncoupled during the six-month period immediately preceding the incident giving rise to such liability.

### **Indemnification**

Service Users irrevocably agree to indemnify, defend, and hold harmless Uncoupled, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' own client fees and costs) that they may incur as a result of or arising from (a) any information (including, without limitation, your user submissions, feedback or any other content you submit, post or transmit on or through Uncoupled Services or otherwise provide to us; (b) your use of Uncoupled Services; (c) your violation of these terms or any additional terms; or (d) the violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity, by you (or anyone using any of your accounts) or by submissions by Service Users.

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