

## **Terms and Conditions of Website Use**

These terms and conditions regulate use of the LIMEKILNS GROUP website including without limitation submission of requests for information, requests for loans and access to other online areas provided by LIMEKILNS GROUP.

### **1. Definitions**

- 1.1. "LIMEKILNS GROUP" means LIMEKILNS (Pty) Ltd ("us" and "we").
- 1.2. "Website" means the information available via <https://www.limekilnsgroup.co.za>
- 1.3. "User/s, You, Your or Yourself" means any person accessing any part of this website.

### **2. Acceptance of Terms**

Please read the rules carefully as continued use signifies endorsement of these terms and conditions and confirmation of your acceptance of the provisions of the privacy policy. If you do not wish to be bound by these terms and conditions, then you may not continue to access, display, and use or download any of the content of this website.

### **3. Loans**

These terms and conditions are not a loan agreement and only regulate your use of this Website. If you request a loan from LIMEKILNS GROUP and conclude an agreement to repay money, each arrangement will be subject to specific terms and conditions.

### **4. Marketing**

Any reference to an offer on this Website or within any of our marketing material, which may include but not be limited to television, YouTube or radio ads, will be subject to a credit decision. Furthermore, any reference to an offer must be read in conjunction with our terms and conditions.

### **5. Content of the Website**

We may modify these terms and conditions from time to time; the date of the most recent revisions will appear on this page. Continued access after revision dates will constitute your acceptance of any changes or revisions. Please ensure that you re-read these terms and conditions after changes take place.

### **6. Your use of the Website**

You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, such as gaining unauthorised access to other computer systems or transmitting unlawful material which may be a criminal offence.

There is no guarantee that you will always be able to access the website. We also cannot warrant that the website or the server that makes it available are free of viruses or other harmful components.

## **7. Links**

Any third party wishing to link to this website from their website must obtain permission from LIMEKILNS GROUP by directing such request to the webmaster at [info@limekilnsgroup.co.za](mailto:info@limekilnsgroup.co.za).

## **8. External Links**

Wherever this website provides links to other websites, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on any information provided by the external link is done at your own risk.

## **9. Intellectual Property Rights & Domain Name Use**

All intellectual property on the LIMEKILNS GROUP website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to LIMEKILNS GROUP and as such, are protected from infringement by domestic and international legislation and treaties.

## **10. Comments**

We value feedback received from visitors to our site. You agree not to transmit any material that is unlawful, harmful, defamatory, abusive, threatening, vulgar or obscene. You remain liable to any third party for your comments, and we are not liable to any third party for the content of your comments. You are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from our website.

## **11. Security**

We will take all reasonable steps to secure the content of the LIMEKILNS GROUP website and the information provided by and collected from you.

## **12. Privacy**

12.1. We recognise the importance of protecting your privacy and we are in line with all laws and our Privacy Policy. Our privacy policy sets out how we use your personal information and with whom it may be shared (including for marketing purposes). By providing information to us, you agree and consent that we may use your information as detailed in our Privacy Policy.

12.2. We may collect technical data about the number of visits, the type of Internet browser and computer operating system that you use. This information does not identify you as an individual and is used only for tracking of site use. We might also place a "cookie" on your hard drive that will help us to identify you when you return to the site and allow us to tailor content to your personal preferences. If

you do not wish to use “cookies” you may disable this option in your internet browser settings. Accumulated “cookies” can be removed from your computer.

### **13. Disclaimer & Limitation of Liability**

13.1. You acknowledge that the LIMEKILNS GROUP website is supplied on an “as is” basis and has not been compiled to meet your individual requirements. It is your responsibility to satisfy yourself, prior to entering into this agreement with LIMEKILNS GROUP, that the content available from and through the LIMEKILNS GROUP website meets your individual requirements and is compatible with your computer hardware and/or software.

13.2. We do not make any warranties or representation that content and services available from the website will in all cases be true, correct, or free from any errors. LIMEKILNS GROUP shall take all reasonable steps to ensure the quality and accuracy of content available from the LIMEKILNS GROUP website.

13.3. LIMEKILNS GROUP does not make any warranties or representations that our website shall be available at all times. You acknowledge that the LIMEKILNS GROUP website may be unavailable due to updates or other causes beyond our reasonable control, including, but not limited to electronic virus infection, unauthorised access, power failure or other “acts of God”.

13.4. LIMEKILNS GROUP, its directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect, or consequential, or any expense of any nature whatsoever, which you may suffer, whether it arises directly or indirectly from reliance of the website and/or its content.

13.5. We shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where we are expressly advised thereof.

13.6. You will indemnify LIMEKILNS GROUP, its members, employees, officials, agents, or representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of this website.

### **14. Mobile Devices**

If you access the website from a mobile device, it is your responsibility to ensure that your device, software, service provider and telephone number are both capable of supporting the technology and legally compliant with the requirements of South African legislation.

#### **15. Entire Agreement & Severability**

In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

#### **16. Waiver**

If you breach these conditions and we take no action, we are still entitled to use our rights and remedies in the future and where you continue to breach these conditions.

#### **17. Applicable & Governing Law**

This website is owned and operated within the Republic of South Africa. These terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Magistrate's Court in the event of any dispute.

#### **18. Disclosures Required by Legislation**

18.1. The full name and legal status of the website owner: Limekilns (Pty) Ltd.

18.2. Registration number: 2014/073456/07.

18.3. Physical address: Nelson Mandela Square, West Tower, Maude Street, Sandton, 2146