

WEBSITE DISCLAIMER

1. Please read the website disclaimer ("**Disclaimer**") set out below carefully. The Disclaimer is to be read with the website terms of use ("**Website Terms**") (if any).
2. The Disclaimer, together with the Website Terms (if any) applies to all persons who use, view or access the website ("**Users**") located at www.calamariselfcatering.co.za ("**Website**") and it may affect your rights.
3. The Website is provided to the User by **Calamari Self Catering**, on an "as is and as available" basis.
4. The Provider makes no representations or warranties of any kind whatsoever, whether express or implied, in respect of:
 - 4.1.the operation and accessibility of the Website;
 - 4.2.the Website content;
 - 4.3.services and/or products included on the Website; and
 - 4.4. any advertisements and products and/or services on offer by third-party advertisers (if any) on the Website.
5. The Provider and its directors, officers, employees, servants, agents and/or contractors and/or other persons for whom in law the Provider may be liable (collectively the "**Provider Personnel**"), are not accountable and do not assume any liability, and expressly disclaims any warranties, express or implied, regarding the accuracy, completeness or reliability of any Website content.
6. The Provider may, in its sole discretion:
 - 6.1. remove any Website content from the Website; or
 - 6.2. request Users to remove Website content, if such content is untruthful, misleading, inappropriate, offensive or unsuitable for any reason whatsoever. The Provider may filter all Website content, advertisements or materials published on the Website and makes no

commitment to edit and/or update such content on the Website.

7. The Provider does not warrant or guarantee that the Website will function on an uninterrupted basis or that it would be error free. The Provider does not warrant or guarantee that any defects in the Website will be corrected, and does not warrant or guarantee that the Website, its servers, or any e-mails which may be sent from the Provider or the Provider Personnel are free of viruses or any other harmful components. The Provider does not warrant the correctness or accuracy of any information, ideas and opinions expressed on or through the Website.
8. The Website may contain links to third-party websites. The Provider disclaims any responsibility or liability for:
 - 8.1. the availability or accuracy of such third-party websites; or
 - 8.2. the content, products, or services on or available from such third-party websites.
9. The Provider further does not warrant or guarantee that the links to third-party websites are free from viruses or other malicious software, and the User undertakes to click on any such link at his/her own risk.
10. Under no circumstances whatsoever shall the Provider or the Provider Personnel, be held liable for any damages, whether direct, indirect, incidental, special, consequential or punitive, including, without limitation, any loss of profits or revenues, or any loss of data, use, good-will, or other intangible losses, in connection with the User accessing or using the Website and/or the content published on the Website.
11. It is the User's sole and exclusive responsibility to:
 - 11.1. determine the accuracy, reliability and credibility of any information, comments, or remarks regarding products and/or services and/or the quality of products and/or services including other content, graphics, advertisements or materials published on the Website; and

- 11.2. comply with any legal obligations when accessing or using the Website or the content thereon, which may be imposed by copyright, privacy and/or any other applicable laws that may be applicable to the User.
12. All website content is for information purposes only and nothing on the Website constitutes advice.
13. Any liability that may result from a User using the information as a basis for any decision or action, will vest in the User and not the Provider.