

## LA GROUP (PTY) LTD

### WEBSITE TERMS AND CONDITIONS

#### 1. INTRODUCTION

- 1.1. These terms and conditions (Terms) apply to the website located at [www.lagroup.co.za](http://www.lagroup.co.za) (the Website). The Website is owned and operated by LA Group (Pty) Ltd (LA Group).
- 1.2. These Terms are binding on everyone who chooses to access the Website without qualification or exception. By using this Website, the person accessing and/or using the Website (the User) agrees to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledges to have read and understood them. If the User does not agree to any of the Terms, the User should not enter, view or make use of the Website.
- 1.3. LA Group reserves the right to and may make any changes to these Terms without notifying the User. If the User continues to use this Website, after the changes have been made, this action shall represent the User's agreement to the updated Terms.

#### 2. DISCLOSURE OF INFORMATION

- 2.1. LA Group discloses the following information:

**Full name and legal status:** LA Group (Pty) Ltd is a company with limited liability duly incorporated under the laws of the Republic of South Africa

**Registration Number:** 2005/037449/07

**Place of registration:** South Africa

**Physical address:** 10 Protea Road, Claremont, Cape Town, 7708

**E-mail:** [info@lagroup.co.za](mailto:info@lagroup.co.za)

**Telephone number:** +27 021 577 1281

**Physical address where LA Group will receive legal service of documents:**

10 Protea Road, Claremont, Cape Town, 7708

#### 3. WEBSITE USE

- 3.1. The content published on the Website reflects the views of the author and does not necessarily represent the official opinion of LA Group unless otherwise stated.
- 3.2. The Website may contain links to other websites. LA Group has no control over such websites and does not review their content and will not be responsible for their content or accuracy. The User accesses such websites at the User's own risk and judgment.
- 3.3. The User may not link to this Website without LA Group's prior written consent.

#### **4. PASSWORDS**

- 4.1. If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the Website's security systems, the User must keep this information secret and confidential and must not permit anyone else to use it. The User shall be responsible for all access to the Website with the User's username and password. When the User's username and password have been used in order to gain access to the Website, LA Group shall be entitled to assume that such use and all related communications emanate from the User. LA Group shall not be liable for any loss or damage arising from unauthorised use of the User's identification information.
- 4.2. Should the User become aware of a breach of the confidentiality of the User's username and password, the User must immediately communicate this to LA Group with a later confirmation in writing. The compromised username and password will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. LA Group may, in its sole and absolute discretion and for any reason whatsoever, require the User to change his username and password at any time.

#### **5. LIABILITY AND INDEMNITY**

- 5.1. The Website and all information, content, materials and services included or otherwise made available to the User in it is provided on an as is and on an as available basis.
- 5.2. LA Group does not warrant, whether express or impliedly, in regard to the Website, its contents, accuracy or availability. Without taking away from anything that has been previously said, LA Group does not warrant that the Website or any files that may be downloaded from it are free of viruses, worms, trojan horses or any other code that have malicious, contaminating or destructive properties.
- 5.3. The User takes all responsibility and risk for making use of the Website. Despite anything to the contrary contained in these Terms, LA Group will have no liability for any loss, damage, cost, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with these Terms or the Website, whether caused by latent or patent defects in the Website, the use of the Website and/or information contained on the Website or otherwise.
- 5.4. LA Group shall not be liable for and the User hereby indemnifies LA Group against any and all liability of any nature whatsoever suffered by the User or any third party in relation to any act or omission by the User or, where applicable, the User's shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms.

- 5.5. LA Group will not be liable for any delay, failure, violation or non-compliance with its obligations under these Terms if such delay, failure, violation or non-compliance is beyond the reasonable control of LA Group.
- 5.6. Although effort will be made to have this Website available at all times, the Website may become unavailable due to maintenance or repairs, loss of connectivity or some other form of interruption. LA Group does not warrant against nor will it be held legally responsible for such downtime and is hereby indemnified from any loss, damage, claims, costs or penalties incurred as a result of such unavailability.
- 5.7. These Terms do not intend to, nor shall they be interpreted to, limit the liability of LA Group in any way which would be against the law for LA Group to exclude or attempt to exclude or where such exclusion is banned by any law in force from time to time in the Republic of South Africa.

## **6. INTELLECTUAL PROPERTY**

- 6.1. The User accepts that the content displayed on the Website including but not limited to any pictures, photos, text, names, titles, brands, drawings and models comprise copyright, trade marks and other intellectual property that belongs to LA Group or its licensors (Intellectual Property).
- 6.2. The Intellectual Property is protected by South African and international law. The respective owners of this Intellectual Property (the Owner/s) shall continue to own all such rights therein unless provided otherwise in these Terms.
- 6.3. The User agrees:
  - 6.3.1. not to use or register any trade mark(s), trade name(s) or other device(s) which are or incorporate marks which are the same as or confusingly similar to any Owner's trade mark(s) or which marks are likely to be related to any Owner's trade mark(s) or where such use would take unfair advantage of or be detrimental to the distinctive character or the reputation of any Owner's trade mark(s);
  - 6.3.2. not at any time to do or cause to be done any act or thing in any way that will impair or tend to impair any part of any Owner's rights, title and interest in and to the Intellectual Property; and
  - 6.3.3. not in any way to make unauthorised use of the Intellectual Property or to represent that User has any rights of any nature in the Intellectual Property or any registrations thereof.
- 6.4. The User agrees not to make any unauthorised use, reproductions or copies of any work or material displayed or made available on the Website and agrees to adhere to and comply with all policies, conditions of use and rules that may apply to the use of such work or material. Despite the aforesaid, the User may download and print one copy of the Website's contents for non-commercial and information purposes only.

- 6.5. The Owners may report any infringement of their Intellectual Property rights by submitting a complaint to the email address listed in clause 2. LA Group will assess the validity of the complaint and if it is found that there has been an infringement, the infringing content will immediately be removed from the Website.

## **7. MALICIOUS SOFTWARE AND OFFENSES**

- 7.1. The User warrants that:
- 7.1.1. the User will not use the Website in any way that causes, or is likely to cause, the Website and access to the Website to be interrupted, damaged or impaired in any manner;
  - 7.1.2. no form of virus, Trojans, worms, logic bombs, or other malicious coding, virus or software will be introduced onto the Website or into LA Group's system which may cause any form of technological harm or any other form of harm in any manner or respect;
  - 7.1.3. the User will not attempt to gain unauthorised access to the Website, including through the theft of any third party's username and password; and
  - 7.1.4. the User will not attempt to gain unauthorised access to the Website's server, databases, computers or any other device associated with the Website and will not attack the Website through a denial-of-service attack or a distributed denial-of-service attack.
- 7.2. Any breach of these Terms regarding malicious software and offenses will be reported to the relevant law enforcement agencies and LA Group will co-operate in all respects with those law enforcement agencies, including by way of disclosure of the identity and identification information of the User.
- 7.3. Although LA Group and its representatives will use reasonable efforts to ensure that no malicious content can be received from the Website, LA Group does not warrant that the Website is free of malicious content or viruses and LA Group will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content as described in clause 7.1 which may infect any User's computer or device, computer equipment, data or any other proprietary material where such loss is or may be attributed to the User's use of the Website or downloads received from the Website.
- 7.4. The User warrants that he will not use the Website in any manner that will break any law enforceable in South Africa or cause any annoyance, unnecessary anxiety or inconvenience to any person.

## **8. PRIVACY POLICY**

- 8.1. Certain information (including personal information) regarding the User can be obtained in the following ways:
- 8.1.1. automatically, through cookies, device IDs, geo-location information, traffic to and from the Website, referring URL, ad data and other means;

- 8.1.2. when a User completes forms on the Website or is contact by LA Group, and the User is specifically required to disclose the User's personal details including, but not limited to, the User's name, surname, identity number, email address, residential address, postal address, cell phone number banking details and/or credit card number; or
  - 8.1.3. through information that the User provides to LA Group via third party services.
- 8.2. The information referred to in clause 8.1 assists LA Group in managing the Website, and providing functionality and service to, and entering into transactions with the User.
  - 8.3. By using the Website, the User consents to all such collection, processing or storage of the User's personal information.
  - 8.4. The User consents to LA Group retaining the user information, referred to in clause 8.1, for as long as such information is required by LA Group for the purposes mentioned above.
  - 8.5. To the fullest extent allowed for by law, the User consents to LA Group using the User's personal information for marketing and/or promotion of LA Group 's products that become available for sale from time to time.
  - 8.6. LA Group may, as a result of a User's electronic or other communication with it, send electronic messages or other marketing communication of a marketing, promotional or commercial nature to the User. The User may at any time opt out of receiving such further communications.
  - 8.7. LA Group may make use of a User's personal information to compile profiles for statistical purposes and to use such profiles in the course of its business. However, LA Group undertakes not to allow these profiles and/or statistical data to be linked to a User's profile and/or contact details by any third party.
  - 8.8. The User shall assist LA Group to ensure that any and all data provided by the User is up-to-date and accurate.

## **9. BREACH**

If the User commits any breach of these Terms or in any other way interacts with or uses the Website in an unlawful or unauthorised manner, LA Group will be entitled, in its sole and absolute discretion, to terminate the User's access to the Website immediately, without prior notice, without any liability on LA Group 's part and without prejudice to LA Group 's rights in terms of these Terms or at law.

## **10. GENERAL**

- 10.1. These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.
- 10.2. If at any time there is a failure by LA Group to insist on strict performance of any of the User's obligations under these Terms and related contracts, this shall not be construed to be a waiver of such rights and shall not relieve the User from compliance with such obligations. A waiver of any one default is not to be interpreted as a condonation of any other or further defaults.
- 10.3. LA Group reserves the right to amend or delete any part of the Website and/or the related Terms at any time and without prior notice. The User warrants that they will review the Terms on a continual basis and remain up-to-date in respect of any changes.
- 10.4. Any and all communications between the LA Group and the User, whether legal or merely for notification purposes, correspondence or for any other reason will only satisfy any legal requirement if it is reduced to writing whether electronic or otherwise.

**[last updated: 15.1.2021]**