



THE LABOUR FACTORY PTY (LTD)
t/a
COMPETITIVE ADVANTAGE

The Labour Factory (Pty) Ltd t/a Competitive Advantage – Terms and Conditions

1. Introduction

These terms and conditions govern your use of our website and/or social media platforms. By using our website and/or social media platforms, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you may not use our website and/or social media platforms.

2. Your acknowledgements

You hereby acknowledge that complex software is never wholly free from defects, errors and bugs and The Labour Factory (Pty) Ltd ('We') give no warranty or representation that our website will be wholly free from defects, errors and bugs.

You acknowledge that complex software is never entirely free from security vulnerabilities and we give no warranty or representation that our website will be entirely secure.

You acknowledge that our website may reflect a number of internet links to other website locations ('Linked Website'). You acknowledge that we are not in any manner whatsoever responsible for the content displayed or service rendered or product sold on any Linked Website. You may visit any Linked Website at your own risk.

3. License to use website and/or social media platforms

You may not, without prior permission:

- **Republish** material from our website and/or social media platforms (including republication on another website and/or social media platforms), sell, rent or sub-license material from the website and/or social media platforms;
- **Show** any material from the website and/or social media platforms in public;
- **Reproduce**, duplicate, copy or otherwise exploit material on our website and/or social media platforms for a commercial purpose;
- **Edit** or otherwise modify any material on the website and/or social media platforms; or redistribute material from this website and/or social media platforms [except for content specifically and expressly made available for redistribution (such as our newsletter)].

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and/or social media platforms and material on the website and/or social media platforms. Subject to the license directly below, all these intellectual property rights are reserved.





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You may view and print pages from the website and/or social media platforms for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use. Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

4. Acceptable Use

You may not use our website and/or social media platforms in any way that causes, or may cause, damage to the website and/or social media platforms or impairment of the availability or accessibility of the website and/or social media platforms; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use our website and/or social media platforms to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website and/or social media platforms without our express written consent.

You may not use our website and/or social media platforms to transmit or send unsolicited commercial communications.

You may not use our website and/or social media platforms for any purposes related to marketing without our express written consent.

5. Restricted Access

Access to certain areas of our website and/or social media platforms is restricted. We reserve the right to restrict access to other areas of our website and/or social media platforms, or indeed our whole website and/or social media platforms, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website and/or social media platforms or other content or services, you must ensure that that user ID and password is kept confidential. We may disable your user ID and password in our sole discretion without notice or explanation.

6. User Generated Content

In these term and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website and/or social media platforms, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).





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You may not submit any user content to the website and/or social media platforms that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website and/or social media platforms, or stored on our servers, or hosted or published upon our website and/or social media platforms.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website and/or social media platforms.

7. Limited Warranties

Whilst we endeavor to ensure that the information on our website and/or social media platforms is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website and/or social media platforms remains available or that the material on the website and/or social media platforms is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to our website and/or social media platforms and the use of our website and/or social media platforms (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

8. Quotations obtained on our website

If you obtain a quotation on our website for any service provided by us, your acceptance of the quotation represents an offer to us open to our acceptance at our sole discretion. Only upon our signature of a written letter of engagement with you will any legal obligation come into existence and will a binding contractual agreement come in place between us. The letter of engagement agreed and signed between us will be the sole agreement between us in relation to the provision of services.

9. Limitations Of Liability

Nothing in these terms and conditions will:

- 9.1.1 limit or exclude any liability for death or personal injury resulting from gross negligence,
- 9.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation,
- 9.1.3 limit any liabilities in any way that is not permitted under applicable law,
- 9.1.4 exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this paragraph 9:

- 9.2.1 are subject to paragraph 9.1; and
- 9.2.3 govern all liabilities arising from any usage of our website, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty,





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- 9.2.4 govern all liabilities arising from any service delivered to you as obtained through our website platform, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 9.3 Neither you nor The Labour Factory (Pty) Ltd will be liable to the other in respect of any losses arising out of an event that is of no fault of their own and could not have been reasonably foreseen or prevented.
- 9.4 Neither you nor The Labour Factory (Pty) Ltd will be liable to the other in respect of any loss of profits or anticipated savings.
- 9.5 Neither you nor The Labour Factory (Pty) Ltd will be liable to the other in respect of any loss of revenue or income.
- 9.6 We shall not be liable to you in respect of the suitability in regards to any service delivered to you.
- 9.7 Neither you nor The Labour Factory (Pty) Ltd will not be liable to the other in respect of any loss of business, contracts or opportunities.
- 9.8 We shall not be liable to you in respect of any loss or corruption of any data, database or software.
- 9.9 We shall not be liable for any damages or losses arising out of the use or inability to use or apply any service made available through our website, even if we or our authorised representative, has been notified orally or in writing of the possibility of such damage or losses.
- 9.10 Neither you nor The Labour Factory (Pty) Ltd will be liable to the other in respect of any special, indirect or consequential loss or damage.
- 9.11 We shall not be liable to you for any failed delivery of any notification, for whatsoever reason.
- 9.12 Our total liability to you in respect of any event or series of related events will not exceed the lesser of:
- 9.12.1 the actual damages suffered, as determined by a court of competent jurisdiction;
- or
- 9.12.2 the total amount you paid to us for the services purchases through our website platform over the previous 12 (twelve) calendar months.

10. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.





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Breaches of these terms and conditions are without prejudice to our other rights under these terms and conditions or elsewhere in law. If you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our website and/or social media platforms, prohibiting you from accessing our website and/or social media platforms, blocking computers using your IP address from accessing our website and/or social media platforms, contacting your internet service provider to request that they block your access to our website and/or social media platforms and/or bringing court proceedings against you.

11. Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website and/or social media platforms from the date of the publication of the revised terms and conditions on our website and/or social media platforms. Please check this page regularly to ensure you are familiar with the current version.

12. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions without our prior written consent.

13. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. Exclusion Of Third-Party Rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

15. Entire Agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website and/or social media platforms, and supersede all previous agreements in respect of your use of our website and/or social media platforms.





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16. Law And Jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

17. Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted to our website. It is your obligation to periodically check these terms and conditions at the website for changes or updates. Your continued use of our website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these terms and conditions, including such changes or updates.

18. Our Details

Our full contact information can be found on our Contact Us page.

