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support@loom.co.za

WEBSITE TERMS OF USE

V02 – July 2025

1. WEBSITE TERMS AND CONDITIONS OF USE

- 1.1. This document sets out the terms and conditions ("**Terms**") of LOOM PROPERTY INSIGHTS (Pty) Ltd with registration number: 2020/780782/07 and registered address at The Club, 2nd Floor, Cnr Pinaster Ave & 18th Str, Hazelwood, Pretoria, 0081 ("**LOOM**") pertaining to the access and use of the information, products, services and functions provided on www.loom.co.za ("**Website**").
- 1.2. Should any person that accesses the Website you ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services. A User is any individual or entity that accesses or uses LOOM's services, including those who request, view, or download property reports and the data subject is the individual to whom the personal information in the property report relates.
- 1.3. LOOM reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by LOOM from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.4. We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- 1.5. If there is anything in these Terms that you do not understand, then please contact us as soon as possible - see clause 19 below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.

2. OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS OF USE

- 2.1. LOOM processes personal information in accordance with the POPIA and the Electronic Communications and Transactions Act, 2002 ("ECTA"). By using this website and LOOM's services, you consent to the lawful processing of personal information as outlined in our Privacy Policy. Once a property report is accessed, you become the Responsible Party and are accountable for ensuring compliance with all applicable data protection laws.
- 2.2. By using this website and submitting personal information electronically, you provide valid and binding consent in terms of ECTA. This includes consent to the collection, use, and processing of your personal information for the purposes described in our Privacy Policy.
- 2.3. Should any of the terms as contained in this document conflict with any other written agreement that you may have concluded by way of handwritten signature or digital signatures as provided for in ECTA, then those terms, to the extent where there is a conflict, as contained in the signed agreement shall prevail.

3. CONTENT OF THE WEBSITE

- 3.1. LOOM reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the
LOOM PROPERTY INSIGHTS (Pty) Ltd | Reg No. 2020/780782/07.



Website and any information or content on the Website.

- 3.2. LOOM reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.
- 3.3. LOOM may use the services of third parties to provide information on the Website. LOOM has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that LOOM and its online partners shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.
- 3.4. LOOM makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
 - 3.4.1. LOOM does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. LOOM expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
 - 3.4.2. Whilst LOOM has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
 - 3.4.3. LOOM disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which LOOM receives it and statements from external parties are accepted as fact.
 - 3.4.4. Users may not use personal information obtained through LOOM's services for any purpose other than what is explicitly permitted in the property report. Once accessed, the user becomes the Responsible Party and must ensure lawful processing under POPIA.

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2. PIN CODES AND DIGITAL IDENTITY

- 3.5. LOOM does not accept any responsibility for lost, stolen, wrongfully used personal identification numbers (PIN codes) and/or digital identity that may be used to identify you on the Website. It is your responsibility to ensure that you maintain all personal information confidential and protected. You will be responsible for any activity on the Website when your PIN and/or digital identity is used with or without your knowledge.
- 3.6. You are not permitted to allow any third party to utilise your PIN code and/or digital identity. Only you are authorised to use the pin code and/or digital identity that has been issued to you. The moment a third party utilises your PIN code or/or digital identity you are prohibited from using the compromised PIN code and/or digital identity any further, you are advised to request a new PIN code and/or digital identity from LOOM.
- 3.7. You agree to immediately notify LOOM of any compromise, or suspected compromises, of any PIN codes and/or digital identity, as the case may be, and you indemnify us against any loss, damage, or injury arising from your failure to comply with this provision.

4. LINKED THIRD PARTY WEBSITES AND THIRD PARTY CONTENT

- 4.1. LOOM may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and LOOM does not endorse, nor does the inclusion of any link imply LOOM's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.



4.2. While LOOM tries to provide links only to reputable websites or online partners, LOOM cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of LOOM. LOOM is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

4.3. You agree that LOOM shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

5. SUBSCRIPTION

5.1. LOOM grants you access to and the use of the Website on a non-exclusive subscription basis.

5.2. LOOM will structure subscription packages that offers you a predetermined determined number of reports that you can access on the Website during that particular month. The number of reports will solely depend on the subscription package that you selected.

5.3. You access and use the Website at your own risk.

5.4. If you view any reports on the Website, those reports may be subject to such further terms and conditions as specified in the report being accessed.

5.5. LOOM reserves the right to discontinue and/or restrict your access to certain products and services on the Website without prior written notice to you should you be in contravention of any of the terms as contained in this document.

5.6. Holding companies, subsidiary companies, affiliated companies and/or entities, partners, joint venture partners etc. are prohibited from accessing and/or utilising the products and services on the Website as they are required to subscribe to the Website at its/their own costs.

6. DURATION

6.1. Your access to the Website shall continue on a month-to-month basis until terminated on written notice in accordance with clause 10.

7. FEES

7.1. In order to utilise the services as provide by LOOM you shall be required to pay over the applicable subscription package fee. You will select the applicable payment method as provided by Netcash Proprietary Limited ("Netcash") the payment infrastructure solution implemented by LOOM.

7.2. LOOM shall not be obliged to refund a user's fee for any reason whatsoever.

7.3. All amounts due to LOOM shall be inclusive of Value Added Tax ("VAT").

7.4. Should you fail to make proper and timeous payment of any amounts due and payable in terms of the LOOM's Terms and Conditions as contained in this document, then without prejudice LOOM together with the rights and remedies available to it, is entitled to suspend your access to and use of the Website until such time as you have made full payment of any outstanding amounts due to LOOM.

7.5. Should Netcash not be able to process debit orders for two consecutive months or for three times or more in any 6 month



period, then LOOM shall be entitled to terminate your subscription and recover from you all administrative charges incurred by LOOM in this regard as well as any outstanding balances owed to LOOM.

- 7.6. All outstanding amounts that are due, owing and payable by you to LOOM which has not been paid on the due date thereof, will bear interest at the Prime interest rate as stipulated by LOOM's financial institution from time to time until the full outstanding amount has been settled.
- 7.7. LOOM shall be entitled to review its fees levied in respect of all its Products and Services annually. LOOM shall notify the applicable fee increases to you. Should you not accept the annual fee increase, you must notify LOOM immediately whereafter LOOM shall terminate your access and use of the Website in accordance with clause 10.
- 7.8. Should your access to, and use of, the Website be discontinued, disconnected, cancelled, suspended, and/or restricted in any way, by no fault of LOOM, then LOOM shall be entitled to at its discretion to charge a reconnection fee in order for you to regain access to and use of the Website. This shall be communicated to you.

8. Netcash– PAYMENT GATEWAY

8.1. Payment options accepted

- 8.1.1. Payments may be made via Visa, MasterCard, Diners or American Express credit cards, Instant EFT with Ozow, Capitec Pay, Scan to Pay, Visa Click to Pay, or by bank transfer into LOOM's bank account, the details of which will be provided on request

8.2. Credit card acquiring and security

- 8.2.1. Credit card transactions will be acquired for LOOM via Netcash who are the approved payment gateway for Standard Bank of South Africa. Netcash uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.netcash.co.za to view their security certificate and security policy.

8.3. Customer details separate from card details

- 8.3.1. Your details will be stored by LOOM separately from card details which are entered by the yourself on Netcash secure site. For more details on Netcash refer to www.paygate.co.za.

8.4. Merchant Outlet country and transaction currency

- 8.4.1. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is therefore South African Rand (ZAR).

8.5. Responsibility

- 8.5.1. LOOM undertakes the responsibility for all aspects relating to the transaction including sale of products and services sold on this Website, customer service and support, dispute resolution and delivery of goods

9. TERMINATION

- 9.1. You may terminate your access to the Website on no less than 90 (ninety) days' written notice to LOOM
- 9.2. In the event that you elect to terminate your access to the Website and thereafter wish to reinstate your position you will be liable to pay a reconnection fee as provide for in clause 8.8.
- 9.3. LOOM may terminate your access to the Website on not less than 90 (ninety) days' written notice to you.

10. USAGE RESTRICTIONS

- 10.1. The user hereby agrees that it shall not itself, nor through a third party:



- 10.1.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 10.1.2. decompile, disassemble or reverse engineer any portion of the Website;
- 10.1.3. write and/or develop any derivative of the Website or any other software program based on the Website;
- 10.1.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of LOOM;
- 10.1.5. Without LOOM prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 10.1.6. remove any identification, trademark, copyright or other notices from the Website;
- 10.1.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, ob-scene, sexually explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 10.1.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

11. POPIA

- 11.1. For purposes of this clause 12, capitalised terms shall have the meanings given to them in the Protection of Personal Information Act, 2013 (as amended) ("POPIA"), unless the context clearly indicates otherwise.
- 11.2. Each Party shall Process Personal Information insofar as it relates to the products and services on the Website in accordance with the provisions of the POPIA. If and to the extent that LOOM is acting as a Responsible Party in respect of the Personal Information and the Personal Information is then provided to you, you are acting as a Responsible Party in respect of that Personal Information in your own right and you:
 - 11.2.1. may be required to indicate, when using the products and service, the legal grounds set out in section 11(1) of the POPIA for which you are Processing the Personal Information that you receive from LOOM;
 - 11.2.2. warrant, represent and undertake to LOOM that you are entitled to Process the Personal Information by using the products and services;
 - 11.2.3. shall comply with all obligations imposed on you, in your capacity as a Responsible Party in respect of the Personal Information, and, without detracting from the generality of these obligations, give effect to, and comply with, sections 23 and 24 of the POPIA, insofar as you receive requests from Data Subjects;
 - 11.2.4. shall secure the Personal Information in accordance with section 19 of the POPIA;
 - 11.2.5. shall comply immediately with any lawful and reasonable requests made by LOOM to ensure compliance with the POPIA;
 - 11.2.6. shall not perform any act or omission that will cause LOOM to be in breach of its obligations under the POPIA when it Processes the Personal Information; and
 - 11.2.7. You warrant that you possess all necessary rights, licenses, consents, and permissions to upload and share property-related content, including photographs, with LOOM. By submitting such content, you grant LOOM a non-exclusive, royalty-free, license to use, reproduce, publish, and distribute the content for the purposes of advertising and marketing the listed properties across



its platforms and partner portals. You agree to indemnify and hold harmless LOOM against any claims, liabilities, or damages arising from third-party disputes related to the use of such content.

- 11.3. You must notify LOOM immediately of any breach or complaint related to personal information. You are also responsible for handling any objections from data subjects in accordance with POPIA and may not redirect such requests to LOOM. LOOM may suspend your access to any product and service as a result of your breach of this clause 12 and/or the POPIA, until such time as you have remedied your breach.

12. SECURITY

- 12.1. In order to ensure the security and reliable operation of the services to all LOOM's users, LOOM hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 12.2. You may not utilise the Website in any manner which may compromise the security of LOOM's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should LOOM suffer any damage or loss, civil damages shall be claimed by LOOM against the user.
- 12.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by LOOM and its affiliates, agents and/or partners.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 13.1.1. "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by LOOM, now or in the future, including without limitation, the LOOM's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 13.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, LOOM and as such are protected from infringement by local and international legislation and treaties.
- 13.3. By submitting reviews, comments and/or any other content (other than your personal information) to the Service Provider for posting on the Website, you automatically grant LOOM and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 13.4. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 13.5. Except with LOOM's express written permission, no proprietary material from this Website may be copied or retransmitted.



13.6. Irrespective of the existence of copyright, the user acknowledges that LOOM is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

13.7. LOOM authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

14. RISK, LIMITATION OF LIABILITY AND INDEMNITY

14.1. The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

14.2. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall LOOM be liable for any loss, harm, or damage suffered by the user as a result thereof. LOOM reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should LOOM deem it necessary.

14.3. To the extent permissible by law:

14.3.1. Neither LOOM, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if LOOM knows or should reasonably have known or is expressly advised thereof.

14.3.2. The liability of LOOM for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to LOOM rectifying the malfunction, within a reasonable time and free of charge, provided that LOOM is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of LOOM. However, in no event shall LOOM be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

14.3.3. You hereby unconditionally and irrevocably indemnify LOOM and agree to hold LOOM free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by LOOM or instituted against LOOM as a direct or indirect result of:

14.3.3.1. your use of the Website;

14.3.3.2. software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of LOOM;

14.3.3.3. your failure to comply with any of the terms or any other requirements which LOOM may impose from time to time;

14.3.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

14.3.3.5. any unavailability of, or interruption in, the service which is beyond the control of LOOM.

14.3.4. LOOM makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against service provider for any loss suffered by you, as a result of information supplied by LOOM being incorrect, incomplete or inaccurate.



15. LOOM PRIVACY POLICIES AND COOKIES

15.1. This clause 16 provides details about our Privacy Policy and Cookies, which Policy forms part of these Terms. LOOM takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy Policy and Cookies.

15.2. Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymised information.

15.3. Your use of our services is subject to the consent you provide under ECTA and POPIA, as outlined in Clause 2.2 and our Privacy Policy.

15.4. How we collect information about you:

15.4.1. LOOM shall not collect any other information from you except the information relating to your username and password.

15.4.2. LOOM shall store audit reports for any consent provided for any reports, the Website Terms and for the Privacy Policy.

15.5. How we use your information:

15.5.1. LOOM may utilise the information provided by you for the rendering of any support or IT related enquiries.

15.5.2. LOOM shall be entitled to extract the consent provided from its audit reports should there be a dispute regarding consent that was provided to the you by the Data Subject.

15.6. How long do we keep your information for?

15.6.1. The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

15.7. Disclosing your information to third parties:

15.7.1. LOOM shall not be sharing your personal information with any third party, including other users of LOOM, unless required to do so by law.

15.8. When and where do we use cookies?

15.8.1. We allocate cookies during the registration process on the Website. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.

15.9. How can you refuse or opt out of cookies?

15.9.1. Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.

15.10. How can you manage your privacy preferences?

15.10.1. LOOM may distribute any communication, including but not limited to newsletters and surveys for marketing purposes.

15.10.2. You may however opt-out of receiving the newsletters and surveys.

15.10.3. If you'd like us to stop processing your information for marketing purposes, please write to us at the address set out in clause 18 below.

16. CONFIDENTIALITY



16.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by LOOM. You shall notify LOOM should you discover any loss or unauthorised disclosure of the information.

16.2. Any information or material sent to LOOM will be deemed not to be confidential, unless otherwise agreed in writing by the user and LOOM.

17. BREACH

17.1. Should you commit a material breach of any of the provisions of these Terms, your access to and use of the Website shall be suspended until you remedy such breach within the time frames notified to you by LOOM.

17.2. Should you fail to remedy such breach within the time frames notified to you by LOOM, or should your breach be incapable of remedy, LOOM may terminate your access and use of the Terms and Conditions with immediate effect on written notice to you in addition to any other rights that it may have pursuant to these Terms and Conditions and any other applicable law.

17.3. The remedies set out in this clause 18 are not exhaustive of the remedies LOOM may have under or in consequence of these Terms.

18. COMPLIANCE WITH SECTION 43(1) OF ECT ACT

18.1. In compliance with section 43(1) of the ECT Act, the following is noted:

18.1.1. Full name: LOOM PROPERTY INSIGHTS (Pty) Ltd

18.1.2. Registration number: 2020/780782/07

18.1.3. Physical address & Registered Address: The Club, 2nd Floor, Cnr Pinaster Ave & 18th Str, Hazelwood, Pretoria, 0081

18.1.4. Telephone number: 011 516 5500

18.1.5. Website address: www.loom.co.za

18.1.6. E-mail address: support@loom.co.za

18.2. You may view a full record of your transactions, as well as update or change information related to your account(s) by accessing your account page with your username and password.

19. COMPLIANCE WITH LAWS

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Website.

20. NOTICES

Except as explicitly stated otherwise, any notices shall be given by email to support@loom.co.za or to the e-mail address you have provided to LOOM (in your case), or such other address that has been specified. Notice shall be deemed given within 2 (two) business days after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, LOOM may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to LOOM. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.



21. GENERAL CLAUSES

- 21.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 21.2. This Website is controlled, operated and administered by LOOM from its offices within the Republic of South Africa. LOOM makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 21.3. LOOM does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 21.4. You confirm that your conduct and actions comply with all applicable anti-bribery and corruption laws, including but not limited to the Prevention and Combating of Corrupt Activities Act ("PRECCA"), and commits to ethical business conduct. You further acknowledge that LOOM prohibits bribery, corruption, solicitation, and extortion in any form and expects all parties engaging with LOOM to uphold these standards.
- 21.5. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 21.6. LOOM failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 21.7. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of LOOM.
- 21.8. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 21.9. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 21.10. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 21.11. These Terms set forth the entire understanding and agreement between LOOM and you with respect to the subject matter hereof.