

1. Introduction

Welcome to www.yomane.com

This disclaimer as outlined below governs the use of this website. By accessing and utilizing our website, we assume that you as the user agree with and accept the Terms and Conditions in full without any objection whatsoever. If you do not agree with or accept the Terms and Conditions, you should immediately leave the site and persist from using it. To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website, including, without limitation to, any warranties implied by law in respect of satisfactory quality, fitness for purpose or the use of reasonable care and skill.

2. Exclusions of Liability

Nothing in this disclaimer will:

- a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- c) limit any of our or your liabilities in any way that is not permitted under applicable law, or
- d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Disclaimer:

- a) are subject to the preceding paragraph; and
- b) govern all liabilities arising under the Disclaimer or in relation to the subject matter of this disclaimer;
- c) includes liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

3. Free from Advice

This website contains information about YoManE and specifically the services it offers to its customers.

4. Limitations and Exclusions of Liability

The limitations and exclusions of liability set out in this section and elsewhere in this Disclaimer are subject to section 2 above; and govern all liabilities arising under the disclaimer or in relation to the website, including liabilities arising in contract, in delict, including negligence, and for breach of statutory duty.

The website with its information and services are provided free of charge and we will not be liable for any loss or damage incurred of any nature whatsoever; including but not limited to, any event or events beyond our reasonable control, any loss or corruption of any data, database or software, any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill, as well as any special, indirect or consequential loss or damage.

4. Severability of Disclaimer

Should a section of this disclaimer be determined by any court or other governing authority to be unlawful or unenforceable, the other sections of this disclaimer will continue in effect. If any unlawful or unenforceable section would be lawful or enforceable if a part of it was deleted, then that part will be deleted and the rest of the section will continue in effect, in line with the permissible laws of South Africa.

5. Law and Jurisdiction

This disclaimer will be governed by and understood in accordance with South African law. Any disputes relating to this Disclaimer will be subject to the jurisdiction of the courts of South Africa.