

# LE LABOUREXCEL.

LABOUR LAW, HR, LEGAL & BUSINESS SOLUTIONS

## Terms of use & Disclaimer

Website(s) and user system terms and conditions effective 01 July 2021

(Please read our website(s) / user system terms and conditions of use before continuing to browse or order / use services on our website(s)/ user system).

The use of our website(s) / user system is governed by the terms and conditions stipulated below. By using any of our website(s) and/or our user system, you agree to be bound by all terms and conditions, including any privacy statements (which are deemed to be incorporated in the terms and conditions) that appear on this and/or website(s) / user system including any amendments thereto.

If you do not agree to be bound by these terms and conditions you must immediately cease browsing our website(s) and/or using our user system.

Welcome to LabourExcel (hereafter referred to as LE)!

This Agreement ("Terms") sets out the terms and conditions that govern your use of DBLabour CC t/a LabourExcel products and services (such as website services), as well as any other services and/or goods offered by LE, any of our divisions, affiliated companies and/or associated partners. We hope that you find this information helpful.

By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites and/or user system (including the websites at [www.labourexcel.co.za](http://www.labourexcel.co.za) & [www.excelvg.co.za](http://www.excelvg.co.za)) and such other URLs that we may indicate from time to time ("Website(s)"), which are incorporated by reference into these Terms: Privacy Policy, POPI Website Policy, Website Terms of Use, and any other policy as is made available on our Website(s) and/or User System from time to time ("Policies"). If your service and/or product is being paid for by a third party (such as a subsidiary/related company), then you will be bound by all provisions in these Terms (including payment provisions), however, we may enter into a separate agreement with the aforesaid to govern payment for the services and/or goods on your behalf, as well as to govern the receipt of certain information in relation to your completion of the services and/or goods.

### 1. DISCLAIMER

**1.1 The use of our Website(s) and/or User System is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of our Website(s) and/or User System or reliance on any information on our Website(s) and/or User System.**

**1.2 Whilst LE takes reasonable measures to ensure that the content of our Website(s) and/or User System is accurate and complete, LE makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of our Website(s) and/or User System**

or as to the accuracy, completeness or reliability of any information on our Website(s) and/or User System. If any such representations or warranties are made by LE' representatives, LE shall not be bound thereby.

- 1.3 LE rejects liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of our Website(s) and/or User System and/or any content therein unless otherwise provided by law.
- 1.4 Any views or statements made or expressed on our Website(s) and/or User System are not necessarily the views of LE, its directors, employees and/or agents.
- 1.5 The views, opinions, discussions, recommendations, comments, teachings, findings, advice, criticism and/or any actions taken relating to the purchase, transfer of any of the above related services and/or products are those of LE only and do not reflect nor do they represent that any official legislation, regulations, policies or positions are fully complied with.
- 1.6 Although LE, its employee, subcontractors, agent and/or representatives always strive to provide information on the background, procedures, advantages and the responsibilities of the various parties involved relating to this service, we do not warrant the accuracy, effectiveness, and regulatory compliance of any service and/or product provided by LE has provided, is in the process of providing or will provide in the future.
- 1.7 In addition to the disclaimers contained elsewhere in these Terms and Conditions, LE also makes no warranty or representation, whether express or implied, that the information or files available on our Website(s) and/or User System are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of LE, its employees, agents or authorised representatives. LE thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of our Website(s) and/or User System.

## 2 LIMITATION OF LIABILITY

- 2.1 LE cannot be held liable for any inaccurate information published on our Website(s) and/or User System and/or any incorrect prices displayed on our Website(s) and/or User System, save where such liability arises from the gross negligence or wilful misconduct of LE, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
- 2.2 LE shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, our website(s) and/or user system or the content contained in our website(s) and/or user system; or your inability to use our website(s) and/or user system, and/or unlawful activity on our website(s) and/or user system and/or any linked third party website.

- 2.3 You hereby indemnify le against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of our website(s) and/or user system and/or any linked third-party website.
- 2.4 You hereby indemnify le against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of consultations offered by le being it telephonic, face to face or per electronic communication.

### 3. Introduction

- 3.1 Our website(s) and/or User System can be accessed at [www.labourexcel.co.za](http://www.labourexcel.co.za)
- 3.2 Related mobile-sites and software applications (the "**Website**") and is owned and operated by DBLabour CC t/a LabourExcel ("**LE**", "**we**", "**us**" and "**our**").
- 3.3 These Website Terms and Conditions ("**Terms and Conditions**") govern the ordering, sale and delivery of services and/or goods and the use of our Websites(s) / User System.
- 3.4 These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website(s) and/or User System ("**you**", "**your**" or "**user**"), including without limitation each user who registers as contemplated below ("**registered user**"). By using our Website(s) and/or User System and by clicking on the "Register Now/Sign Up" button on our Websites / User System, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 3.5 Our Website(s) and/or User System enables you to conduct online purchases for an extensive range of services and/or goods including but not limited to labour law; commercial law; financial education to empower individuals and SMME business to ensure you meet all the requirements of your Industry and more ("**Services**").
- 3.6 LE allows approved third-party service providers to list and sell their services on our Website(s) and/or User System (each a "**Third Party Seller**"). Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from LE. This will be made clear in the relevant clause(s).

### 4. Important Notice

- 4.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**").
- 4.1 Further, these Terms and Conditions sets out the Protection of Personal Information Act, 4 of 2013 compliance measures ("**POPI**").
- 4.2 These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -
1. may limit the risk or liability of LE or a third party; and/or
  2. may create risk or liability for the user; and/or
  3. may compel the user to indemnify LE or a third party; and/or
  4. serves as an acknowledgement, by the user, of a fact.
- 4.3 Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 4.4 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask LE to explain it to you before you accept the Terms and Conditions or continue using our Website(s) and/or User System.
- 4.5 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or LE in terms of the law.

4.6 LE permits the use of our Website(s) and/or User System subject to the Terms and Conditions. By using our website(s) and/or user system in any way, you shall be deemed to have accepted all the terms and conditions unconditionally. You must not use our Website(s) and/or User System if you do not agree to the Terms and Conditions.

## 5 Refunds

5.1 This policy applies to the return of goods and/or services, bought from us, LE by you (“the consumer”).

5.1 LE does not provide refunds unless in accordance with the applicable legal provisions and/or instead offers the consumer with credit on his/her account to be used on any future service requirements as provided for by LE.

5.2 All refunds are subject to internal Anti-money laundering protocols.

5.3 All refunds may be subject to incidental costs (e.g. bank charges etc), which will be withheld from the refund amount.

5.4 LE reserves the right to determine the value of such credit. In the event that any work was commenced in accordance with the applicable service, LE further reserves the right to withhold an amount of 25% (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) of the total invoice from the value of such credit being provided.

5.5 You must ensure that you present your original tax invoice or other proof of purchase when returning services and/or goods.

5.6 Where the services and/or goods in question are not defective or where you do not have a statutory right to return goods, LE may, in its sole and absolute discretion, elect to accept returns and replace the services and/or goods in question or refund the consumer. Where LE does so, this is done so in good faith. It is not an admission of liability, nor should it be taken as an acknowledgement that the LE will accept similar returns on the same basis in the future.

5.7 LE is only bound to accept the return of services and/or goods when it is required to do so in terms of the relevant law, including in terms of the Consumer Protection Act 68 of 2008. In any other case,

5.8 LE:

5.8.1 does so in its sole and absolute discretion in each instance; and

5.8.2 may, in its sole and absolute discretion, elect whether to replace the services and/or goods or refund the consumer.

5.9 Collection or acceptance of refunded/returned services and/or goods by LE, even where the consumer believes it has a statutory right to return goods, does not constitute acceptance of liability by the LE.

## 6 Returns for unsafe or defective goods

6.1 If within 6 months of the delivery of goods to you, you find that the goods are faulty, not commercially acceptable or unsuitable for the purpose generally intended, you may contact us to arrange for the goods to be collected to ascertain if they are in fact unsafe and/or defective.

6.1 If:

6.1.1.1 the goods are unsafe and/or defective then, without paying a penalty fee and at the expense of LE, you may request, at your choice, that the goods be repaired or replaced or that you be given a refund;

6.1.1.2 the goods are not found to be unsafe and/or defective then you will be liable for the costs associated with collecting and inspecting the goods.

6.2 LE reserves the right to send the returned goods for technical assessment prior to repairing, replacing or refunding them.

6.3 If you choose to repair the goods in question during the 6-month period contemplated above, such repairs will carry a further warranty of 3 months from the date of repair.

6.4 In the event of the goods being unsatisfactorily repaired or if any further failure or defect is discovered within 3 months from the date of repair, you will be entitled to request the LE to either replace the goods or refund you the money paid for the goods.

6.5 In relation to the quality or durability of goods, please note that they will not be considered defective if:

6.5.1 the consumer has been expressly informed that particular goods were offered in a specific condition; and

6.5.2 the consumer has expressly agreed to accept the goods in that condition, or knowingly acted in a manner consistent with accepting the goods in that condition

6.6 Returns for goods and/or services purchased as a result of direct marketing

6.6.1 LE will accept returns of services and/or goods purchased as a result of direct marketing by LE, provided that you notify the LE of your intention to return the services and/or goods within 5 business days after the services and/or goods were delivered to you and you return the services and/or goods, at your risk and expense, to us within 10 business days from the date on which the goods were delivered to you.

6.7 LE will accept returns:

6.7.1 where you were not given a reasonable opportunity to examine or inspect goods and/or services prior to delivery and you reject the goods and/or services on the basis that they are not of the type or quality reasonably contemplated or do not conform with the agreed specifications in the case of custom-made or special-order goods;

6.7.2 where goods and/or services that you ordered have been mixed with goods and/or services that you did not order (and in this case you may return all of the goods or only those that differ from what you ordered);

6.7.3 where the goods and/or services ordered are not suitable for their intended specified purpose (provided that the specified purpose was communicated to us and we agreed to supply the goods and/or services on that basis); and

6.7.4 provided that in all cases the goods are returned to us within 10 business days after delivery.

6.8 In all instances relating to the return of goods and/or services, LE may impose a reasonable charge of an amount of 25% (with a minimum of R250 if the agreement is cancelled within the first 6 months of requested service, and R500 if the agreement is cancelled within 24 months) where:

6.8.1 the goods and/or services, are not in their original condition – i.e. damaged packaging, partially consumed and/or that are not in a saleable condition;

6.8.2 the goods and/or services, returned in boxes or packaging that have been re-marked, damaged or defaced in any way, including price stickers; or

6.8.3 documentation was received, or work started on a specific service;

6.8.4 the goods and/or services, have been depleted or consumed in excess of the amount reasonably necessary to determine that the goods were unacceptable.

6.9 Notwithstanding the provisions above, no returns will be accepted if:

6.9.1 the return is prohibited for public health reasons;

6.9.2 where the consumer had a change of heart;

6.9.3 the product and/or service was specifically created for the consumer;

6.9.4 any other public regulation prohibits the return of the goods for whatever reason;

6.9.5 the goods and/or services, have been altered contrary to LE' or the manufacturer's instructions after leaving our control

6.9.6 the goods and/or services, have been partially or entirely disassembled; or

6.9.7 the goods and/or services, have been permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods

**Notwithstanding the above, kindly note that all refunds will be processed within 30 days from receiving the required documentation from the Client.**

## **7 Registration and use of our Website(s) and/or User System**

7.1 Only registered users may purchase services and/or goods on our Website(s) and/or User System.

7.1 To register as a user, you must provide a unique username and password and provide certain information and personal details to LE. You will need to use your unique username and password to access our Website(s) and/or User System in order to purchase services and/or goods.

7.2 You agree and warrant that your username and password shall:

7.2.1 be used for personal and/or business use only; and

7.2.2 not be disclosed by you to any third party.

- 7.3 For security purposes you agree to enter the correct username and password whenever ordering services and/or goods, failing which you will be denied access.
- 7.4 You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions – your attention is drawn to the below.
- 7.5 You agree to notify LE immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 7.6 By using our Website(s) and/or User System, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use our Website(s) and/or User System only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- 7.7 You agree that you will not in any way use any device, software or another instrument to interfere or attempt to interfere with the proper working of our Website(s) and/or User System. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify our Website(s) and/or User System or the information contained herein, without the prior written consent from an authorised LE representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Website(s) and/or User System).
- 7.8 You may not use our Website(s) and/or User System to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 7.9 You may not in any way display, publish, copy, print, post or otherwise use our Website(s) and/or User System and/or the information contained therein without the express prior written consent of an authorised LE representative.

## **8 Conclusion of sales and availability of stock**

8.1 Registered users may place orders for services and/or goods, which LE or the Third-Party Seller may accept or reject. Whether or not LE or the Third-Party Seller accepts an order depends on the availability of services and/or goods, correctness of the information relating to the services and/or goods (including without limitation the price) and receipt of payment or payment authorisation by LE for the services and/or goods.

8.1 NOTE: LE or the Third Party Seller will indicate the acceptance of your order by delivering the services and/or goods by electronic means to you or allowing you to collect them by electronic means, and only at that point will an agreement of sale between you and LE or the Third Party Seller come into effect (the “Sale”). This is regardless of any communication from LE stating that your order or payment has been confirmed. LE will indicate the rejection of your order (by LE itself or the Third-Party Seller) by cancelling it and, as soon as possible thereafter, crediting the amount to your profile or refunding you for any amount already paid, where applicable.

8.2 Prior to delivery or your collection of the services and/or goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the services and/or Goods, you may return the services and/or Goods only in accordance with the Returns Policy.

8.3 You acknowledge that stock of all services and/or goods on offer are limited and that pricing may change at any time without notice to you. In the case of services and/or goods for sale by LE, LE will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on our Website(s) and/or User System. However, we cannot guarantee the availability of stock. When services and/or goods are no longer available after you have placed an order, LE will notify you and you will be entitled to a credit or a refund of any amount already paid by you for such services and/or Goods.

8.4 In the case of services and/or Goods for sale by a Third-Party Seller, LE relies on inventory information supplied by the relevant Third-Party Seller and LE accordingly bears no liability for any inaccuracies in the information supplied to it. Consequently, should you order any services and/or Goods from a Third-Party Seller which are in fact sold-out, any resulting dispute should be resolved as set out in these Terms and Conditions.

8.5 Certain services and/or Goods may not be purchased for resale. Should we suspect that any such services and/or Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you. If you like to resell our services and/or products, feel free to contact us.

## 9 Payment

9.1 We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

9.2 Whether the services and/or Goods are for sale by LE or a Third-Party Seller, payment can be made for the via -

9.2.1 credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the services and/or Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;

9.2.2 direct bank deposit or electronic funds transfer into one of our 4 bank accounts (FNB, ABSA, Standard Bank and Nedbank OR): if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. LE will not accept and/or proceed with your order if payment has not been received in good order;

9.2.3 InstantEFT: is an awesome quick way for our clients to make EFT payment while logged in on their LE profile. Furthermore, Instant EFT allows online shoppers with access to internet banking to make an Electronic Funds Transfer (EFT) that gets instantly verified.

9.3 [Please send proof of payment to: info@labourexcel.co.za](mailto:info@labourexcel.co.za) Please include your payment reference on your proof of payment, as well as your Name, Surname and contact number. Once we have received your proof of payment, you will be notified via email.

9.4 You may contact your friendly and professional consultant to obtain a full record of your payment. We will also send you email communications about your order and payment.

## 10 Delivery of services and/or goods

10.1 LE offers 2 (two) methods of delivery of services and/or Goods to you. You may elect delivery via:

10.1.1 Courier [subject to additional charges and nature of the service and/or goods]; or

10.1.2 electronic data message [e.g. electronic mail].

10.2 Where it accepts your order, LE or the Third-Party Seller will deliver the services and/or Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment (“Delivery Period”). We will notify you if we are unable to deliver the services and/or Goods during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the services and/or Goods. If you elect to cancel your order, we will reimburse you for the purchase price less any applicable costs incurred.

10.3 LE’ obligation to deliver a service and/or product to you is fulfilled when we deliver the said service and/or product to the physical or electronic address nominated by you for delivery of the order. LE is not responsible for any loss or unauthorised use of a service and/or product after it has delivered the service and/or product to the physical and/or electronic address nominated by you.

## 11 Errors

11.1 The information contained on our website(s) and the services provided by any employee, subcontractor, agent and/or representative of LE is presented “as is” and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. LE reserves the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.

11.2 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website(s) and/or User System. However, should there be any errors of whatsoever nature on our Website(s) and/or User System (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

11.3 LE shall not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

## 12 Promotions and discounted services and/or Goods

12.1 By signing up and registering to make use of our services and/or products, you are also “opting-in” to receive any promotional material, our newsletter as well as our general newsletter (you may opt-out of these newsletters at any time).

12.2 Opting out of these newsletters after purchase will not affect the value of the goods purchased.

12.3 From time to time, we may offer certain promotional services and/or goods at discounted prices as part of a Promotion, or a Bundle Deal which are explained below (each a “Deal”). These will be subject to certain conditions (as set out in these Terms and/or the Website), which define the scope of the Deal. If you buy a product *within the scope of a Deal*, you will pay the discounted price for that product (the “Deal Price”).

12.4 However, if you buy a product in a manner that falls *outside of the scope of a Deal*, then you will pay the then-current (non-Deal) selling price on our Website(s) and/or User System (the “Normal Price”), for each product that falls outside the scope of the Deal.



12.5 For example: if you buy more than one service and/or product in a promotion or Bundle deal, you will pay the Deal Price for the first service and/or product, but the Normal Price for all services and/or products thereafter. Alternatively, if you buy a service and/or product in combination with any other service and/or product that together do not constitute a Bundle Deal, you will pay the Normal Price for all such products falling outside the scope of the relevant Deal.

## 12.6 Bundle Deals

12.6.1 We may from time to time offer bundle deals for sale under on our Website(s) and/or User System. Each Bundle Deal will consist of two or more products that either we or you (as provided on our Website(s) and/or User System) have combined together in a single bundle.

12.6.2 Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component service and/or product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.

## 13 Third-Party Sellers

13.1 LE will indicate on relevant service and/or product pages and checkout pages when service and/or Goods are for sale by a Third-Party Seller. In such cases, LE only provides the platform to facilitate transactions between Third Party Sellers and LE customers. LE is neither the buyer nor the seller of these Goods unless otherwise specified.

13.2 The Sale formed on acceptance of your order for service and/or Goods that are for sale by a Third-Party Seller is therefore solely between the registered user and such Third-Party Seller. LE is not a party to that sale.

13.3 The Third-Party Seller is solely responsible for fulfilment of delivery of the service and/or Goods. The Third-Party Seller is also responsible to provide an invoice to the registered user if required.

13.4 Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on service and/or Goods sold and issue a tax invoice in respect thereof. If a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on service and/or Goods sold and will not be in a position to issue a tax invoice in respect thereof.

13.5 Because LE wants the registered user to have a safe and consistent experience, LE will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 (“**ECTA**”), by the registered user arising out of or in connection with the Sale between a registered user and a Third Party Seller on behalf of the Third Party Seller according to LE’ own Returns Policy [Refer to the above]. Should such claim escalate into being a dispute, although LE is entitled to become involved in an attempt to resolve it, LE is not obliged to do so, and any disputes must be resolved between you and the relevant Third-Party Seller alone.

## 14 LE Empower WE

14.1 **LE Empower We offers coaching and education services related to personal finances and investments. LE Empower We always endeavors to provide education which is up to date with the latest regulations and best practices, however it does not represent itself as a financial service provider or certified financial planner.**

**Furthermore, le empower we is not registered with the appropriate authorities in terms of the aforesaid, due to its focus being on education.**

**14.2 Our role is to support and assist you in reaching your financial goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. We cannot and do not guarantee that you will attain a particular result, and you accept the risk that results differ by each individual.**

**14.3 The information provided in or through our Website, Products and Services is for educational and informational purposes only and is made available to you for your own use. Whether through in-person, phone, Skype, online webinars, Podcasts, videos, audio's, books, e-books, social media, and otherwise in a variety of settings, including but not limited to, individual and/or group programs, classes, workshops, events, seminars, coaching sessions, consultations and/or trainings, website content, blog, Programs or Services, you acknowledge that LE Empower We is supporting you in their role exclusively as a Coach, and in no other role.**

**14.4 Our role as a coach is to educate clients on how to start and manage their own investments and/or financials, we do not make any specific recommendations to any investments. Our focus is on educating the client how to manage risk through applying the appropriate financial decisions. You are liable for the final investment decisions you make.**

**14.5 With any investments, there are risks involved, which could include losing all your capital. You acknowledge that you take part in these risks and you release us from any liability for any investment decisions you make. We do not manage investments nor offer financial advice.**

## **15 Privacy policy**

15.1 We respect your privacy and will take reasonable measures to protect it in accordance with POPI.

15.2 All calls made to a LE designated telephone number are recorded for security and quality reasons. The aforesaid remains subject to our Privacy and POPI policies.

15.3 Should you decide to register as a user on our Website(s) and/or User System, we may require you to provide us with personal information which includes but is not limited to -

15.3.1 Your full name and surname;

15.3.2 Company details;

15.3.3 your email address;

15.3.4 your physical address;

15.3.5 your mobile number; and

15.3.6 your Identification and/or Passport number, etc.

15.4 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

15.5 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

15.6 Subject to the below and your consent, the purpose of gathering/processing and storing your personal information is as follows:

15.6.1.1 Complete the requisite registration forms in relation to the services on offer;

15.6.1.2 Complete searches on government databases to confirm and/or complete services on offer;

15.6.1.3 To maintain a database of all client provided information to allow for access during service delivery and to meet our legal obligations with regards to information retention.

15.6.1.4 in relation to the ordering, the sale and delivery of services and/or Goods;

15.6.1.5 to contact you regarding current or new service and/or Goods or any other service and/or Goods offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication);

15.6.1.6 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (if you have Opted In to receive such communication); and

15.6.1.7 to improve our service and/or Goods selection and your experience on our Website(s) and/or User System by, for example, monitoring your browsing habits or tracking your sales on our Website(s) and/or User System; or

15.6.2 disclose your personal information to any third party other than as set out below:

15.6.2.1 to our employees and/or third-party service providers who assist us to interact with you via our Website(s) and/or User System, email or any other method, for the ordering of service and/or Goods or when delivering service and/or Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;

15.6.2.2 to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new service and/or Goods, new features, special offers or promotional items offered by them (if you have Opted In to receive such communication);

15.6.2.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

15.6.2.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, specialised services, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

15.6.2.5 to our suppliers in order for them to liaise directly with you regarding any defective service and/or Goods you have purchased which requires their involvement; and

15.6.2.6 to any Third-Party Seller for purposes of sending you an invoice for any service and/or Goods purchased from such Third-Party Seller.

15.7 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, *subpoena*, an order of the court or legal process served on us, or to protect and defend our rights or property. In the event of fraudulent online payment, LE is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

15.8 We will ensure that all of our employees, third-party service providers, divisions, affiliates and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

15.9 **Ratings and Reviews:** When you provide a rating, testimonial or review of a service and/or Goods, you consent to us using the rating, testimonial or review as we deem fit, including without limitation on our Website(s) and/or User System, in newsletters or other marketing material. The details that will appear next to that rating or review is your First Name and Last Name, your Service / Goods, and Date of rating / review / testimonial. If you do not agree to this, please inform us immediately or alternatively kindly do not put any ratings or reviews on our Website(s) and/or User System. Notwithstanding, we encourage all clients to submit their reviews and ratings regarding our services as without feedback we will not be able to meet the constant changing client needs. Kindly note, that we will not display any of your contact details, with a rating or review.

15.10 We will -

15.10.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

15.10.2 take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

15.10.3 provide you with access to your personal information to view and/or update personal details;

15.10.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

15.10.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

15.10.6 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

15.11 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

15.12 LE undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

15.13 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

15.14 If you disclose your personal information to a third party, such as an entity which operates a website or service linked to our Website(s) and/or User System or anyone other than LE, LE shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

15.15 Please view our Website Privacy Policy under our Privacy & Cookies Policy link on our website.

## 16 **Changes to these Terms and Conditions**

16.1 LE may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, our Website(s) and/or User System.

16.2 Any such change will only apply to your use of our Website(s) and/or User System AFTER the change is displayed on our Website(s) and/or User System. If you use our Website(s) and/or User System after such amended Terms and Conditions have been displayed on our Website(s) and/or User System, you will be deemed to have read and accepted such changes.

## 17 **Electronic communications**

17.1 When you visit our Website(s) and/or User System or send emails to us, you will be requested to provide consent to receive communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

17.2 Consent can be revoked at any time by providing us with written notice, further;

17.3 The “unsubscribe” feature on our communication can be utilised.

## 18 **Ownership and copyright**

18.1 The contents of our Website(s) and/or User System, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in our Website(s) and/or User System (“**Website Content**”) are protected by law, including but not limited to copyright and trademark law. our Website(s) and/or User System Content is the property of LE, its advertisers and/or sponsors and/or is licensed to LE.

18.2 You will not acquire any right, title or interest in or to our Website(s) and/or User System or our Website(s) and/or User System Content.

18.3 Any use, distribution or reproduction of our Website(s) and/or User System Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

18.4 Where any of our Website(s) and/or User System Content has been licensed to LE or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 19 **Linking to third party websites**

19.1 Our Website(s) and/or User System may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and LE is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.

19.2 Notwithstanding the fact that our Website(s) and/or User System may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained therein.

## **20 Availability and termination**

20.1 We will use reasonable endeavours to maintain the availability of our Website(s) and/or User System, except during scheduled maintenance periods, and are entitled to discontinue providing our Website(s) and/or User System or any part thereof with or without notice to you.

20.2 LE may in its sole discretion terminate, suspend and modify our Website(s) and/or User System, with or without notice to you. You agree that LE will not be liable to you in the event that it chooses to suspend, modify or terminate our Website(s) and/or User System other than for processing any orders made by you prior to such time, to the extent possible.

20.3 If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods and/or Services, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to our Website(s) and/or User System without any prejudice to any claims for damages or otherwise that we may have against you.

20.4 LE is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing our Website(s) and/or User System and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by LE to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to our Website(s) and/or User System), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and LE, in whole or in part, on notice to you. LE shall only be liable to refund monies already paid by you (see LE' Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

20.5 At any time, you can choose to stop using our Website(s) and/or User System, with notice to LE.

## **21 Governing law and jurisdiction**

21.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of our Website(s) and/or User System will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

21.2 In the event of any dispute arising between you and le, by your acceptance of these terms and conditions you consent to the exclusive jurisdiction of the high court of the republic of south africa (western cape division, cape town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

21.3 Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction.

## 22 Notices

22.1 LE hereby selects PO Box 46254, Durbanville, 7550, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). LE may change this address from time to time by updating these Terms and Conditions.

22.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving LE not less than 7 days’ notice in writing.

22.3 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -

22.3.1 by hand will be deemed to have been received on the date of delivery;

22.3.2 by prepaid registered post, will be deemed to have been received when we sign acknowledge of such registered delivery notice.

22.3.3 by email will be deemed to have been on the date indicated in the “Read Receipt” notification. All email communications between you and us must make use of the “read receipt” function to serve as proof that an email has been received.

## 23 Information

23.1 For the purposes of the ECT Act, LE’ information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on our Website(s) and/or User System:

23.1.1 **Full name:** DB Labour CC (t/a) LabourExcel (2009/110042/23)

23.1.2 **Main business:** Labour Law & Legal Consulting, Compliance; Training, Financial Education & Business Related Services

23.1.3 **The physical address for receipt of legal service (also postal and street address):** PO Box 46254, Durbanville, 7550

23.1.4 **Office bearers:** Available upon request

23.1.5 **Phone number:** 086 100 0801

23.1.6 **Email address:** info@labourexcel.co.za

23.1.7 **PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from our website.

## 24 General

24.1 LE may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of our Website(s) and/or User System or the user’s right to use our Website(s) and/or User System or any of its contents subject to us processing any orders then already made by you.

24.1.1 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

24.1.2 Any failure on the part of you or LE to enforce any right in terms hereof shall not constitute a waiver of that right.

24.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

24.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

24.1.5 No indulgence, extension of time, relaxation or latitude which any party may show grant or allow to the other shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

24.1.6 These Terms and Conditions contain the whole agreement between yofu and LE, and no other warranty or undertaking is valid unless contained in this document between the parties.

24.1.7 In the event that you need to contact LE for purposes related to these Terms and Conditions, please use the following: Email: [info@labourexcel.co.za](mailto:info@labourexcel.co.za)

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