

## **Disclaimer for liability**

1. The client shall have no claim against Accountability and the client hereby indemnifies and holds Accountability free from liability in respect of any loss, damage or cost caused by or arising from :-

1.1. Any fact or circumstance beyond the reasonable control of Accountability; or

1.2. Any downtime, outage, interruption in or unavailability of any of the services or the Accountability network infrastructure as a result of or attributable to any of the following causes;

1.2.1. Software or hardware service, repairs, maintenance, upgrades, modification, alterations, replacement or relocation of premises;

1.2.2. The non-performance or unavailability, of whatever nature and howsoever arising of any of the services provided by Telkom (including, but not limited to, line failure) or in any international services or remote mail servers;

1.2.3. The non-performance or unavailability, of whatever nature and howsoever arising, of external communications networks to which the client's server or the Accountability network is connected;

1.2.4. The service, repairs, maintenance, upgrades, modification, alterations or replacement of any hardware forming part of the client's services or any faults or defects of whatever nature in such hardware;

1.3. Any infringement of the client's rights of privacy and / or any other like rights (including those of any other person or entity), arising from the services provided in terms of this agreement;

1.4. Any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to the client's information, data or content

1.5. The damage, contamination or corruption of any kind of the client's data, material, information and / or content howsoever occasioned;

1.6. Without limiting the foregoing, any fact, cause or circumstances whatsoever and howsoever arising if Accountability has substantially performed its obligations under this agreement.

2. Notwithstanding anything to the contrary contained in this agreement or in any addendum or annexure to this agreement, the client shall have no claim against Accountability and the client hereby indemnifies and holds Accountability free from liability in respect of any loss, damage or cost which is indirect, consequential or incidental in nature.

3. Accountability reserves the right to take whatever action it deems necessary at any time to preserve the security and reliable operation of the Accountability network and the client undertakes that it will not do or permit anything to be done which will compromise the security of the Accountability network.

4. Although Accountability shall use reasonable endeavours to provide disaster recovery, Accountability does not specify any recovery time, nor shall Accountability be liable for any loss or damage of whatever nature incurred or suffered by the client from any cause whatsoever as a result of Accountability's failure to provide, or delay in providing or providing only partial disaster recovery.

5. Whilst attempts to ensure the information made available via the website is accurate and complete, Accountability makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and the service/s and the correctness or the effective delivery of the information contained via the website. The website and service/s and / or information made available via the website are provided "as is" Accountability does not make any warranty or representation that information and service/s advertised on the website are appropriate for use in any jurisdiction.