



## **Terms of Use**

Welcome to Carides Benjamin's Website.

These terms and conditions outline the rules and regulations for the use of our site located at [www.caridesbenjamin.com](http://www.caridesbenjamin.com) (the "Website")

By accessing this Website, we deem you accept these terms of use. If this is not the case, and you do not agree to all of the terms and conditions contained herein, please do not continue to use this page.

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## 1. Definitions and Interpretation

- 1.1 The following terminology applies to these Terms and Conditions:
  - 1.1.1 **"Carides Benjamin", "us", "we"**, refers to Carides Benjamin Inc, a personal liability company duly registered in South Africa under registration number 2025/175555/21, and conducting business as a law firm;
  - 1.1.2 **"Client", "you"** refers to you, the person accessing this Website.
- 1.2 Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## 2. Cookies

- 2.1 Prevalence and Presence of Cookies – Most interactive websites use cookies to retrieve the user's details for each visit. The Website uses cookies to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.
- 2.2 Agreement – By accessing the Website, you agreed to use cookies in agreement with the Carides Benjamin Privacy Policy.

## 3. License

- 3.1 Intellectual Property – Unless otherwise stated, Carides Benjamin and/or its licensors own the intellectual property rights for all material on the Site. All intellectual property rights are reserved. You may access this from Carides Benjamin for your own personal use subjected to restrictions set in these terms and conditions.
- 3.2 Restrictions – You must not:
  - 3.2.1 Republish material from Carides Benjamin
  - 3.2.2 Sell, rent or sub-license material from Carides Benjamin
  - 3.2.3 Reproduce, duplicate or copy material from Carides Benjamin
  - 3.2.4 Redistribute content from Carides Benjamin

## 4. Hyperlinking to our Content

- 4.1 Permitted Organisations – The following organizations may link to our Website without prior written approval:
  - 4.1.1 Government agencies;
  - 4.1.2 Search engines;
  - 4.1.3 News organizations;
  - 4.1.4 Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
  - 4.1.5 System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.
- 4.2 Linking – These organizations may link to our Website provided that the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.
- 4.3 Requests to Link – We may consider and approve other link requests from the following types of organizations:
  - 4.3.1 commonly-known consumer and/or business information sources;
  - 4.3.2 dot.com community sites;
  - 4.3.3 associations or other groups representing charities;
  - 4.3.4 online directory distributors;
  - 4.3.5 internet portals;
  - 4.3.6 accounting, law and consulting firms; and

- 4.3.7 educational institutions and trade associations.
- 4.4 We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Carides Benjmain; and (d) the link is in the context of general resource information.
- 4.5 These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.
- 4.6 If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Carides Benjamin. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.
- 4.7 Approved organizations may hyperlink to our Website as follows:
- 4.7.1 By use of our corporate name; or
- 4.7.2 By use of the uniform resource locator being linked to; or
- 4.7.3 By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.
- 4.8 No use of Carides' Benjamin's logo or other artwork will be allowed for linking.

## **5. iFrames**

- 5.1 Restriction of Frames – Unless we provide prior written approval, you may not create frames around our webpages which, in any way, alter the visual presentation or appearance of our Website.

## **6. Limitation of our Liability**

- 6.1 Limitation of Liability – We will not be held responsible for any content which appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

## **7. Your Privacy**

- 7.1 Privacy Policy – Please read our Privacy Policy.

## **8. Reservation of Rights**

- 8.1 We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

## **9. Removal of Links from Our Website**

- 9.1 If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.
- 9.2 We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

## **10. Disclaimer**

- 10.1 To the extent permitted by law, we exclude all representations, warranties and conditions relating to our Website and the use thereof. Nothing in this disclaimer will:
  - 10.1.1 limit or exclude our or your liability for death or personal injury;
  - 10.1.2 limit or exclude our or your liability for fraud or fraudulent misrepresentation;
  - 10.1.3 limit any of our or your liabilities in any way that is not permitted under applicable law;  
or
  - 10.1.4 exclude any of our or your liabilities that may not be excluded under applicable law.
- 10.2 The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer:
  - (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.