

## **Website Terms and Conditions:**

### **Acceptance of Terms**

The Lookout Guesthouse (Pty) Ltd t/a The Lookout permits the use of this Website subject to these terms and conditions ("the Terms and Conditions"). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. Your use of any accommodation offered by us will also be subject to applicable provisions of the Terms and Conditions. In the event of any conflict between the Terms and Conditions and any other conditions stipulated elsewhere, including in one of our Suppliers terms and Conditions, the Terms and Conditions as contained herein will prevail.

### **Use of the Website**

The contents of this Website, including any content, information, software, icons, text, links, graphics, lay-outs, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed to The Lookout Guesthouse (Pty) Ltd t/a The Lookout. No license to or right in any of such contents is granted to or conferred upon you. Any unauthorized use, distribution or reproduction of the said contents is prohibited.

By entering this Website, you agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy the pages of the Website or the content contained herein, without the prior written consent from an authorized The Lookout Guesthouse (Pty) Ltd t/a The Lookout representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website). You may not use the Website to distribute material which is defamatory, offensive, and unlawful or contains hate speech.

### **Disclaimer**

While The Lookout Guesthouse (Pty) Ltd t/a The Lookout takes reasonable measures to ensure that the contents of this Website are accurate and complete, The Lookout Guesthouse (Pty) Ltd t/a The Lookout makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website. The Lookout Guesthouse (Pty) Ltd t/a The Lookout reserves the right to make changes, corrections and/or improvements to the information and to the products and programs described in such information, at any time without notice.

The Lookout Guesthouse (Pty) Ltd t/a The Lookout will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the service or any part thereof with or without notice to you. Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, The Lookout Guesthouse (Pty) Ltd t/a The Lookout also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. The Lookout Guesthouse (Pty) Ltd t/a The Lookout does not accept any responsibility for any errors or omissions on this Website.

### **Privacy Policy:**

The Lookout Guesthouse (Pty) Ltd t/a The Lookout has a strong commitment to providing excellent service to all of our customers and visitors of this Website, including respecting concerns about privacy. The Lookout Guesthouse (Pty) Ltd t/a The Lookout will explicitly ask when we need information that personally identifies you or allows us to contact you ("personal information"). Generally this information is requested when making reservations; when requesting a particular service. 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.

The purposes for which The Lookout Guesthouse (Pty) Ltd t/a The Lookout will use your personal information are as follows: to transact with you via the website or email regarding purchase and reservation, to provide services to you via our website; to inform you of new features, services, special offers and products (provided you have consented to receiving such marketing material); to enable us to process, validate and verify reservations and requests for services and for the purposes for which you specifically provided the information; to improve your experience on our website.

The Lookout Guesthouse (Pty) Ltd t/a The Lookout shall be entitled to disclose personal information if required to do so (a) to comply with applicable law or with legal process served on The Lookout Guesthouse (Pty) Ltd t/a The Lookout; (b) to protect and defend the rights or property of The Lookout Guesthouse (Pty) Ltd t/a The Lookout, and (c) for the purposes of distributing same to various employees and/or third parties who assist The Lookout Guesthouse (Pty) Ltd t/a The Lookout in providing services to you and thus need to know your personal information in order to render a proper and efficient service to you. We will ensure that all such

employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

You are aware that information and data is automatically collected through the standard operation of the Internet servers and through the use of "cookies." "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g., customized delivery of information) available on our Websites.

WHILST THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT IS OF INTENT TO TAKE REASONABLE MEASURES TO KEEP PERSONAL INFORMATION ABOUT YOU CONFIDENTIAL, IT SHALL HOWEVER NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION.

The Lookout Guesthouse (Pty) Ltd t/a The Lookout will:

- treat your personal information as strictly confidential;
- take appropriate technical and organisational 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;
- promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control.

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.

### **Linked Third-Party Website and Third-Party Content**

This Website may contain links or references to other websites outside of our control, including those of advertisers. These Terms and Conditions do not apply to those websites and The Lookout Guesthouse (Pty) Ltd t/a The Lookout is not responsible for the practices and/or privacy policies of those sites or the cookies those sites use. In addition, because The Lookout Guesthouse (Pty) Ltd t/a The Lookout has no control over such external sites and resources, you acknowledge and agree that The Lookout Guesthouse (Pty) Ltd t/a The Lookout is not responsible for ensuring the availability of such external websites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. Your use of such other 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 other websites or your reliance on any information contained on those websites.

### **Permission for Hyperlinks, Deep Linking, Crawlers and Metatags**

Nobody may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively referred to as linking), to this Website or any subsidiary pages before receiving the prior written approval of an authorised representative of The Lookout Guesthouse (Pty) Ltd t/a The Lookout, which may be withheld or granted subject to such conditions The Lookout Guesthouse (Pty) Ltd t/a The Lookout may specify from time to time. Furthermore, this Website or any part hereof may not be "framed" or "deep linked" in any way whatsoever. This Website may from time to time contain message boards which allow users to comment on their experience at The Lookout Guesthouse (Pty) Ltd t/a The Lookout. At times those comments may contain references to matters not related to The Lookout Guesthouse (Pty) Ltd t/a The Lookout. Those references do not necessarily represent the views of The Lookout Guesthouse (Pty) Ltd t/a The Lookout.

### **Limitation of Liability**

THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT SHALL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL INJURY, LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, ANY MATERIAL OR CONTENT CONTAINED IN THE WEBSITE OR ANY LINKED WEBSITE, OR ANY INABILITY TO USE THE WEBSITE, OR ANY UNLAWFUL ACTIVITY ON THE WEBSITE CAUSED BEYOND THE REASONABLE CONTROL OF THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT.

YOU HEREBY INDEMNIFY THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE OR THE RECEIPT BY YOU OF AN ELECTRONIC MAIL FROM THE LOOKOUT GUESTHOUSE (PTY) LTD

T/A THE LOOKOUT OR ONE THAT PURPORTS TO EMANATE FROM THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT, UNLESS THE LOSS, CLAIM OR DAMAGE ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF THE LOOKOUT GUESTHOUSE (PTY) LTD T/A THE LOOKOUT.

### **Retention of Information:**

You hereby consent in terms of Section 14 of the Protection of Personal Information Act to The Lookout Guesthouse (Pty) Ltd t/a The Lookout retaining your information received for as long as it deems necessary. Should you require The Lookout Guesthouse (Pty) Ltd t/a The Lookout to de-identify your information after the conclusion of the transaction it is your right as data subject to notify the company accordingly.

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

The Lookout Guesthouse (Pty) Ltd t/a The Lookout reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

### **Termination**

The Lookout Guesthouse (Pty) Ltd t/a The Lookout may in its sole discretion terminate, suspend and modify this Website and/or your use of this Website, with or without notice to you. You agree that The Lookout Guesthouse (Pty) Ltd t/a The Lookout will not be liable to you in the event that it chooses to suspend, modify or terminate this Website or your use of this Website.

### **Governing Law**

The Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites 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 the terms and conditions pertaining to such services.