

## Terms of Use

### Ownership of Website; Agreement to Terms of Use

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, including but not limited to the failure to provide specific spiritual, physical, emotional, mental or technical results.

### Limitation of Liability

Except where prohibited by law, under no circumstances, including but not limited to negligence, will HOFMI be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of, or the inability to use, the Website, even if we have been advised of the possibility of such damages.

### Indemnity

You agree to indemnify and hold HOFMI, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with, your access to or use of the Website, your conduct in connection with the Website, or any violation of this Agreement or of any law or the rights of any third party.

### Violation of these Terms of Use

HOFMI may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or any interference with HOFMI's rights or property, or the rights or property of those individuals visiting HOFMI's Website. HOFMI reserves the right at all times to disclose any information that HOFMI deems necessary to comply with any applicable law, regulation, legal process or governmental request.

### General Terms

#### 1. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid,

illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

## 2. Entire Agreement.

You understand and agree that this Agreement (the User Agreement and Privacy Policy, as incorporated) constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

## 3. Amendments to this Agreement.

HOFMI reserves the right to modify, supplement or replace the terms of the Agreement without notifying you individually.

## 4. Notice

HOFMI is a South African nonprofit organization. Unless otherwise indicated, all communications with HOFMI should be directed to HOFMI by email to [admin@hofmi.net](mailto:admin@hofmi.net).