

Website Terms and Conditions

These Terms and Conditions are for the usage of the www.thecakespecialist.co.za website and all the pages directly linked to that website. If you continue to utilise the www.thecakespecialist.co.za website and you do not agree to these terms and conditions you will then be bound to these terms and conditions.

Definitions and interpretations

- a) "The Cake Specialist" is a sole proprietor business operating within South Africa.
- b) ""The Cake Specialist"" means Lee McDonough.
- c) "Bay Leaf" means ""The Cake Specialist""
- d) "Cake Specialist" means "The Cake Specialist".
- e) www.bayleaf.co.za means the "The Cake Specialist" Website located at www.thecakespecialist.co.za and includes any part or element thereof.
- f) www.cakespecialist.co.za means the "The Cake Specialist" Website located at www.thecakespecialist.co.za and includes any part or element thereof.
- g) ""The Cake Specialist" Website" means the "The Cake Specialist" Website located at www.thecakespecialist.co.za and includes any part or element thereof.
- h) "User" means any person who enters or uses the "The Cake Specialist" Website or has received an email from the "The Cake Specialist".
- i) @bayleaf.co.za means an email that has been sent from the "The Cake Specialist"
- j) @cakespecialist.co.za means an email that has been sent from the "The Cake Specialist"
- k) @thecakespecialist.co.za means an email that has been sent from the "The Cake Specialist"
- l) References herein to the singular includes the plural and vice versa.

1. Website Usage

- 1.1. You, the user, warrants that you use the "The Cake Specialist" Website at your own risk.
- 1.2. The purpose of the "The Cake Specialist" Website is to provide the user with information regarding the products and services of "The Cake Specialist" specifically related to "The Cake Specialist".
- 1.3. The information in this document is not intended to constitute any professional advice or services. Please consult one of our sales professionals:
 - 1.3.1. Before making any decision or taking any action that might affect your personal finances or business;
 - 1.3.2. for any further information relating to the products or service displayed on the "The Cake Specialist" Website.
- 1.4. The "The Cake Specialist" website and the information, content and/or services are provided "as is":
 - 1.4.1. "The Cake Specialist" makes no express or implied representations or warranties with regard thereto;
 - 1.4.2. Without limiting the generality of the foregoing, "The Cake Specialist", its information providers, licensors, suppliers, employees, agents, and Internet service providers providing access to the "The Cake Specialist" Website does not warrant that the "The Cake Specialist" website or information will be error-free or will meet any particular criteria of performance or quality other than those warranties that are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement.
- 1.5. "The Cake Specialist" reserves the right, in its sole and absolute discretion, to amend this agreement at any time.

- 1.6. At “The Cake Specialist”’s discretion a representative of “The Cake Specialist” may remove, alter, modify, supplement and/or restrict access to the services, content, information, software, or file(s) appearing on or transmitted through the “The Cake Specialist” Website:
 - 1.6.1. The “The Cake Specialist” website may include technical or other inaccuracies or typographical errors;
 - 1.6.2. Changes and amendments are periodically made to the information herein.
- 1.7. “The Cake Specialist” reserves the right to change and amend the prices and rates quoted on the “The Cake Specialist” Website without any notice. Any services or products displayed on the “The Cake Specialist” Website is merely an invitation to do business and shall not be construed as an offer by “The Cake Specialist” to you the user.
- 1.8. Communicating with “The Cake Specialist” by electronic means or through the “The Cake Specialist” Website, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".
- 1.9. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on the “The Cake Specialist” Website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to the “The Cake Specialist” Website:
 - 1.9.1. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to the “The Cake Specialist” Website or attempts to gain unauthorised access to any page on the “The Cake Specialist” Website shall be held criminally liable;
 - 1.9.2. and in the event that “The Cake Specialist” should suffer any damage or loss, civil damages will be claimed.
- 1.10. Whilst “The Cake Specialist” has taken reasonable measures to ensure the integrity of the “The Cake Specialist” Website and its contents, no warranty, whether express or implied is given that any files, downloads or applications available via the “The Cake Specialist” Website are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system.

2. Intellectual property, Trade Marks, Copyright

- 2.1. All content, trademarks and data on the “The Cake Specialist” website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to “The Cake Specialist”, and as such, are protected from infringement by domestic and international legislation and treaties.
- 2.2. All rights not expressly granted are reserved.
- 2.3. The intellectual property rights in all content, information, services and/or software vesting in “The Cake Specialist” shall continue to vest in “The Cake Specialist” and no right, title or interest in any proprietary material or information contained in the “The Cake Specialist” website is granted to you.
- 2.4. Unauthorised copying of content, information, software, or file(s), including content, information, software, or file(s) that have been amended, modified, combined or included with such content, information, software, or file(s), or the written materials associated therewith is expressly prohibited.
- 2.5. Any violation of points 2.1 to 2.4 shall result in the immediate termination of this agreement by “The Cake Specialist” without notice.
- 2.6. You, the user, shall be responsible for all use of the information, content or service accessed through your user account, which may be determined by cookies, password(s) or authentication certificate(s).

- 2.7. You, the user hereby ratify, guarantee and agree to be personally liable for any and all obligations entered into or assumed by others who use the information, content or services through your user account.
- 2.8. You, the user, hereby acknowledge that certain information, content, service and/or links may contain objectionable images, materials, content or information.

3. Privacy Policy

- 3.1. You the User as a visitor do not have to submit any personal information in order to use the "The Cake Specialist" Website.
- 3.2. The "The Cake Specialist" Website collects only personally identifiable information that is specifically and voluntarily provided by you the User. Such information may consist of, but is not limited to, your name, current job title, company address, email address and telephone and fax numbers.
- 3.3. To facilitate improved navigation within the "The Cake Specialist" Website, "The Cake Specialist" may use cookies or Web beacons (electronic images that allow the "The Cake Specialist" Website to count visitors who have accessed a particular page and to access certain cookies) to collect aggregate data:
 - 3.3.1. "The Cake Specialist" may use such devices to track information on "The Cake Specialist" systems and identify categories of visitors by items such as IP address, domain, browser type and pages visited;
 - 3.3.2. This information is reported to "The Cake Specialist" Webmasters who use the information to analyse the number of visitors to different areas of the "The Cake Specialist" Website and to make sure that the "The Cake Specialist" Website is serving as a useful, effective information source.
- 3.4. Neither cookies nor Web beacons collect personal information such as the User's name or email address. However, under specific circumstances, the User may be denied access to some parts of the "The Cake Specialist" Website if the User's browser is set to decline cookies.
- 3.5. Personal information is used only for limited purposes.
- 3.6. At times "The Cake Specialist" may use the information providing to send marketing material containing information about "The Cake Specialist's" service offerings via email:
 - 3.6.1. "The Cake Specialist" will try their utmost to gain consent from the User prior to sending this information;
 - 3.6.2. If you the User receive these specific emails, you may at any time request that "The Cake Specialist" discontinue sending you such materials.
- 3.7. Information collected is not disclosed with third parties or other "The Cake Specialist" entities for secondary or unrelated purposes unless otherwise disclosed at the point of collection:
 - 3.7.1. However where appropriate, personal information may be disclosed to law enforcement, regulatory or other government agencies, or third parties where necessary or desirable to comply with legal or regulatory obligations or requests or for the purposes identified above;
 - 3.7.2. If you the User have any questions or concerns regarding your privacy while using the "The Cake Specialist" Website, please direct them to Webmaster Service using the contact link;
 - 3.7.3. In all cases "The Cake Specialist" will treat requests to access information or change information in accordance with applicable legal requirements;
 - 3.7.4. It is not "The Cake Specialist" policy to intentionally collect or maintain information about anyone under the age of 18 years.

4. Transmission of Information

- 4.1. The user acknowledges that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception:
 - 4.1.1. The user is therefore discouraged from transmitting to "The Cake Specialist" any information that may be confidential, proprietary, or sensitive;
 - 4.1.2. Under no circumstances will "The Cake Specialist" be liable for any loss, harm, or damage suffered by the user as a result thereof.
- 4.2. "The Cake Specialist" reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should "The Cake Specialist" deem it necessary.

5. Linking and Framing

- 5.1. It is expressly prohibited for any person, business, entity or website:
 - 5.1.1. to link to any page on the "The Cake Specialist" Website, including the home page, without the prior written approval of "The Cake Specialist";
 - 5.1.2. to frame any page on the "The Cake Specialist" Website, including the home page, in any way whatsoever, without the prior written approval of "The Cake Specialist".
- 5.2. Linked websites or pages are not subject to the control of "The Cake Specialist".
- 5.3. "The Cake Specialist" shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website

6. Limitation of Liability

- 6.1. The user's use of the "The Cake Specialist" Website and the information contained therein is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 6.2. Neither "The Cake Specialist", its affiliates, or their shareholders, agents, consultants or employees will be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, the "The Cake Specialist" Website or the information contained therein.
- 6.3. These Terms and Conditions of Use constitute the entire agreement between "The Cake Specialist" and you, the user of the "The Cake Specialist" Website.
- 6.4. Any failure by "The Cake Specialist" to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 6.5. In the event that any term or condition of the use of the "The Cake Specialist" Website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

7. Email Legal Notice

- 7.1. The law of South Africa shall govern the email message and legal notice.
- 7.2. The message contains information intended solely for the addressee, which is confidential or private in nature and subject to legal privilege. If you are not the intended recipient, you may not peruse, use, disseminate, distribute or copy this message or any file attached to this message. Unauthorised disclosure and/or use may result in civil and criminal liability.

- 7.3. You are hereby notified that any disclosure, copying or distribution of the contents of the email transmission or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited.
- 7.4. If you have received the message in error, please notify the sender immediately by e-mail, facsimile or telephone and thereafter delete the original message from your machine.
- 7.5. Furthermore, the information contained in the message, and any attachments thereto, is for information purposes only and may contain the personal views and opinions of the author, which are not necessarily the views and opinions of "The Cake Specialist" or its subsidiaries and associated companies. "The Cake Specialist" therefore does not accept liability for any claims, loss or damages of whatsoever nature, arising as a result of the reliance on such information by anyone.
- 7.6. The email address of the sender may not be used, copied, sold, disclosed, shared or incorporated into any database or mailing list for spamming and/or other online marketing practices without the prior consent of the sender and/or "The Cake Specialist".
- 7.7. Whilst all reasonable steps are taken to ensure the accuracy and integrity of information transmitted electronically and to preserve the confidentiality thereof, "The Cake Specialist" accepts no liability or responsibility whatsoever if information or data is, for whatsoever reason, incorrect, corrupted or does not reach its intended destination.
- 7.8. Any agreement concluded with "The Cake Specialist" by using electronic correspondence shall only come into effect once "The Cake Specialist" indicated such contract formation in a follow up or return communication and always subject to the requirements of the ECT act and contract law in general.
- 7.9. No email correspondence sent to "The Cake Specialist" shall be deemed to have been received until "The Cake Specialist" has responded thereto. An auto-reply shall not constitute such response for purposes of this clause. Email messages blocked by "The Cake Specialist" virus detection and/or "The Cake Specialist's" email service Provider, and/or filtering applications shall not be deemed to have been received by "The Cake Specialist" and/or addressee.
- 7.10. "The Cake Specialist" reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this email message and all email messages sent as reply messages to this email message or the address of the sender.
- 7.11. This email legal notice shall at all times take precedence over any other email disclaimer(s) attached to return emails addressed to any person with a "The Cake Specialist" email account.

8. Applicable Law

- 8.1. This User Agreement is concluded in the Republic of South Africa, and shall be governed by and construed in accordance with the laws of the Republic of South Africa and the jurisdiction of the South African courts.
- 8.2. The parties hereto acknowledge that they are barred from instituting any action or legal proceeding or process more than one year after the day on which the claim or cause of action arose.
- 8.3. Alternative Dispute Resolution, subject to urgent and/or interim relief, all disputes regarding:

- 8.3.1. These terms and conditions;
- 8.3.2. Access to the “The Cake Specialist” Website;
- 8.3.3. The inability to access the “The Cake Specialist” Website;
- 8.3.4. the services and content available from the “The Cake Specialist” Website, Shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Durban in English. The arbitration ruling shall be final and the unsuccessful party shall pay costs of the successful party on a scale as between attorney and own client.

9. Contact Information

- 9.1. If you have any questions, queries or wish to request permission to use any part of the “The Cake Specialist” Website, including, linking, framing, or searching, please contact us at:
 - 9.1.1. Postal Address – 30 Athlone Drive, Durban North, 4051;
 - 9.1.2. Telephone Number - +27 31 564 1658;
 - 9.1.3. Faxes Number - +27 88 031 564 1658;
 - 9.1.4. email – info@thecakespecialist.co.za
- 9.2. Member – Lee Mcdonough

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