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The information on this website is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).

It is the sole responsibility of the user to satisfy itself prior to accessing this website that the website will meet the user's individual requirements and be compatible with the user's hardware and/or software. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Phil O'Mahony or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

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The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. Phil O'Mahony or any of the legal entities in respect of which information are contained on this site, or employees of Phil O'Mahony or such entity, will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this document or information. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, Phil O'Mahony shall not be

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Certain links in the web site lead to resources maintained by third parties over whom Phil O'Mahony has no control. Phil O'Mahony makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions Act 25 of 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to Phil O'Mahony via this website. Any communication or data message that a user sends to Phil O'Mahony will be regarded having been received by Phil O'Mahony when receipt is acknowledged in writing. If the user's does not receive a response within a reasonable period of time, the user should follow it up with Phil O'Mahony. Phil O'Mahony shall not be liable for any failure to respond.

If a user requires any information from Phil O'Mahony regarding its services or the content of this website, the **feedback** link could be used.

4. Security

4.1 Protection

Phil O'Mahony has in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information. Authorised employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. The policy applies to all employees of Phil O'Mahony or public bodies that may receive such information from Phil O'Mahony. It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. If a person delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website, a criminal charge will be laid against that person, and, if Phil O'Mahony or any public body should suffer any damage or loss, civil damages will be claimed.

4.2 Linkage and framing

We welcome third party websites to link to the information that is hosted on these pages. It is expressly prohibited for any person, business, entity or website to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of Phil O'Mahony

4.3 Links to third party websites

Phil O Mahony may provide links to other websites only as a convenience and the inclusion of any link does not imply Phil O'Mahony endorsement of such sites. Linked websites or pages are not subject to the control of Phil O'Mahony. Phil O'Mahony is not 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.

5. Privacy

5.1 Introduction

The privacy statement applies to Phil O'Mahony and any legal entity, which controls, verifies or makes use of information that may be collected via this site.

A user may visit this site without providing any personal information. A user, however, agrees to the use of such data in accordance with this privacy statement. Please note that this site may contain links to other sites which are not being governed by this privacy statement.

If a user has any questions or concerns regarding this privacy statement or the user's privacy while using this Website, the **feedback** link could be used.

5.2 Personal information use

Personal information is used only for limited purposes e.g. when a user registers with the website to request future communications about Phil O'Mahony areas of interest. They may use the information a user submits to create a personal profile to customise its response to further requests or inquiries and to improve the website. When a user chooses to register online for a Phil O'Mahony -hosted event, will Phil O'Mahony use the information the user submits to respond to the user. In addition, the web administrator may, where necessary, use a user's information for various site related tasks. Phil O'Mahony will ensure that any marketing activities comply with applicable law and that it is implemented with procedures to obtain the necessary consent before sending the user's e-mail containing information about Phil O'Mahony services. The user may at any time request that Phil O'Mahony discontinues sending such materials to the user by using the **feedback** or **unsubscribe** link.

5.3 Access to personal information

If personal information has been submitted to this website, users who wish to review their personal information may do so by requesting such a review through the **feedback** link. Users will then be able to access their user profile, correct and update their details, or unsubscribe at any time. Users who have any problem accessing their profiles, or would like to request a copy of their personal information should contact the web administrator using the **feedback** link. In all cases Phil O'Mahony will treat requests to access information or change information in accordance with applicable legal requirements.

5.4 No agreement

Nothing contained herein creates or is intended to create a contract or agreement between Phil O'Mahony and any user visiting the website.

5.5 Children's privacy protection

Phil O'Mahony recognises the importance of protecting children's privacy in the interactive online world.

6. Severability

These terms and conditions of use constitute the entire professional or other relationship between Phil O'Mahony and the user of this website. Any failure by Phil O'Mahony 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. If any term or condition of the use of this 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. Updating of these terms and conditions

Phil O'Mahony reserves the right to change, modify, add to or remove from portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

8. Information about website and owner

The full name and legal status of the website owner is:

Philip John O'Mahony (Mr), a **citizen** of the Republic of South Africa, as represented by Phil O'Mahony Interiors.

The website address of this website is: <http://www.philomahony.co.za>

Contact details of website owner:

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