



**THE GRADUATE INSTITUTE OF OPTOMETRY**  
POST GRADUATE EDUCATION FOR OPTOMETRISTS

## NEWSLETTER DISCLAIMER

### 1. Introduction

This disclaimer governs the use of this newsletter. By using this newsletter, **you accept this disclaimer in full.**

### 2. No advice

The newsletter contains information about eye health, optometry and related healthcare. **The information is not advice, and should not be treated as such.**

**You must therefore not rely on any information in this newsletter as an alternative to legal, financial, healthcare or accountancy advice from appropriately qualified professional services.**

### 3. No representations or warranties

To the maximum extent permitted by applicable law and subject to section 5 below, we exclude all representations, warranties, undertakings and guarantees relating to the newsletter.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

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or
- that the use of the guidance in the newsletter will lead to any particular outcome or result.

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The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 5 below; and govern all liabilities arising under the disclaimer or in relation to the newsletter, including liabilities arising in contract, in delict (including negligence) and for breach of statutory duty.

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- We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- We will not be liable to you in respect of any loss or corruption of any data, database or software. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

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Nothing in this disclaimer shall limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liability in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

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If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

## **7. Law and jurisdiction**

This disclaimer will be governed by and construed in accordance with South African law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of South Africa.

## **8. Our details**

In this disclaimer, "we" means (and "us" and "our" refer to) The Graduate Institute of Optometry (Pty) Ltd, registered in South Africa under registration number 2016/361397/07