

TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

2. LICENSE TO USE THE WEBSITE

Unless otherwise stated, we own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- 2.1 Republish material from this website (including republication on another website);
- 2.2 Sell, rent or sub-license material from the website;
- 2.3 Reproduce, duplicate, copy, or otherwise exploit material on our website for a commercial purpose;
- 2.4 Edit or otherwise modify any material on the website; or
- 2.5 Use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- 2.6 You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- 2.7 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- 2.8 You must not use our website to transmit or send unsolicited commercial communications;
- 2.9 You must not use our website for any purposes related to marketing without our express written consent;

3. RESTRICTED ACCESS

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

We may disable your user ID and password in our sole discretion without notice or explanation.

4. LIMITED WARRANTIES

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

5. LIMITATIONS AND EXCLUSIONS OF LIABILITY

The Website and all content on the website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. CULP makes no warranty or representation as to the availability, accuracy or completeness of the content. Neither CULP nor any holding company, affiliate or subsidiary of CULP, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or the website or any functionality thereof, or of any linked website, even if CULP is expressly advised thereof.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

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.

6. INDEMNITY

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

7. VARIATION

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

8. ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

9. SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10. EXCLUSION OF THIRD PARTY RIGHTS

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

11. ENTIRE AGREEMENT

These terms and conditions, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

12. LAW AND JURISDICTION

These terms and conditions will be governed by and construed in accordance with South African law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

PRIVACY POLICY

WEBSITE PRIVACY POLICY

CULP respects your privacy and is committed to protecting your personal information that you provide. Please note that CULP reviews and updates this Privacy Policy from time to time as needed without notice. Therefore, you should review the terms of this policy periodically to make sure that you are aware of how CULP collects and uses personal information. By using our website, you consent to the collection and use of your personal information by CULP as explained below.

PERSONAL INFORMATION

You have complete control over your personal information. In general, you can visit our website without providing us with any personal information. However, there are instances where we must have your personal information in order for us to grant you an access to our protected and secured sites. This information may include registration data (your name, address, email address, phone number, title, company etc.), information request data and response data ("User Information"). When you receive your confirmation email or when you receive any email from the list server, you will be given instructions on how to remove yourself from the list if necessary.

USE OF USER INFORMATION

We intend to use such information for purposes of supporting your relationship with CULP by designing a website that is suitable to your needs and alerting you to new offerings as they become available. This User Information may be retained by CULP to create and better improve customer relationships, to keep track of the domains from which people visit us, to create a user profile to better serve you, or to simply contact you either electronically or otherwise. If you decide that we should not use your personal User Information to contact you, please let us know and we will not use that information for such purpose. However, please do not submit any User Information if you are less than 18 years of age.

DISCLOSURE OF USER INFORMATION

CULP does not sell, trade or transfer User Information to third parties. However, we may share User Information with our business partners for marketing, advertising or product/service offering purposes. For example, we provide User Information to our service providers for direct emailing of our newsletters, online surveys or notifications. We also disclose User Information if: we have your consent; we need to share it in order to provide you with the products and/or services you requested; we respond to a court order or if you violate our Terms and Conditions.

ACCURACY AND SECURITY

If you contact us to correct your User Information, we will attempt to correct such inaccuracies in a timely manner. CULP is concerned with the security of your User Information and is committed to taking reasonable steps to protect it from unauthorized access and use of that personal information. To that end, we put in place the appropriate physical, electronic and managerial policies and procedures to secure your personal User Information. We also continue to implement procedures to maintain accurate, complete and current User Information.