

Loyalty Expert Rewards – Disclaimer

DISCLAIMER

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This Disclaimer applies to all users of **LoyaltyExpert Rewards**, including its website(s), mobile applications, SMS/USSD services, APIs, integrations, and any other associated platforms or systems (collectively, the “Platform”). By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by this Disclaimer.

References in this Disclaimer to “**we**”, “**us**”, “**our**”, or “**the Company**” refer to **LoyaltyExpert Rewards**, operated by **ROOCoRP Holdings**. References to “**you**” or “**user**” refer to any person accessing or using the Platform.

1. General Information Only

All content, services, rewards, features, communications, and information provided on or through the Platform are made available **for general information and loyalty programme purposes only**. While we endeavour to ensure that information is accurate, current, and reliable, we **do not warrant or guarantee** the accuracy, completeness, suitability, or availability of any information, content, products, services, rewards, or materials provided.

Any reliance you place on information obtained through the Platform is **strictly at your own risk**.

2. No Professional Advice

Nothing on the Platform constitutes or is intended to constitute **legal, financial, tax, accounting, medical, investment, or professional advice** of any kind. LoyaltyExpert Rewards does not provide regulated financial, banking, insurance, or investment advice.

You should always seek **independent professional advice** before acting on any information obtained through the Platform.

3. Loyalty Programme Limitations

Loyalty points, rewards, offers, promotions, discounts, and benefits:

- Have **no cash value** unless expressly stated otherwise

- Are subject to **specific terms, conditions, expiry rules, and availability**
- May be amended, suspended, substituted, or withdrawn at any time
- Are provided by participating merchants or partners, not always by LoyaltyExpert Rewards directly

We do not guarantee that rewards will always be available, honoured, or suitable for your personal circumstances.

4. Platform Availability & Technology Risks

The Platform is provided on an “**as-is**” and “**as-available**” basis. We do not warrant that:

- The Platform will be uninterrupted, timely, secure, or error-free
- Defects will be corrected
- The Platform or servers are free from viruses, malware, ransomware, or other harmful components

You are responsible for implementing appropriate **security safeguards**, including antivirus software, firewalls, and device protections.

5. Third-Party Services & Merchants

The Platform may include links to, integrations with, or promotions from **third-party merchants, service providers, advertisers, or partners**. LoyaltyExpert Rewards:

- Does not endorse or guarantee third-party products or services
- Is not responsible for third-party content, pricing, availability, quality, or fulfilment
- Is not a party to transactions between you and third parties

All dealings with third parties are **entirely at your own risk and discretion**.

6. User-Generated Content

Any content you submit to the Platform (including reviews, feedback, suggestions, comments, or submissions) may be used, reproduced, modified, distributed, or published by LoyaltyExpert Rewards for operational, marketing, or improvement purposes, without compensation, subject to applicable law.

You warrant that you have the necessary rights to submit such content and that it does not infringe any third-party rights.

7. Limitation of Liability

To the maximum extent permitted by applicable law, **LoyaltyExpert Rewards, ROOCoRP Holdings, its directors, officers, employees, affiliates, and partners shall not be liable** for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- Loss of profits, revenue, data, goodwill, or business opportunities
- Loss arising from system downtime, errors, or delays
- Loss resulting from reliance on Platform information
- Losses caused by third-party actions or services

Nothing in this Disclaimer excludes liability that cannot lawfully be excluded under applicable law, including liability under the **Consumer Protection Act (South Africa)** where applicable.

8. Security & Cyber Risks

While reasonable technical and organisational safeguards are implemented, you acknowledge that **no digital platform is completely secure**. LoyaltyExpert Rewards shall not be held responsible for losses arising from:

- Cyber-attacks
 - Data interception
 - System failures beyond reasonable control
 - Force majeure events
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9. Unauthorised Agents & Channel Partners

LoyaltyExpert Rewards does **not authorise unofficial agents or channel partners** to sell, represent, or bind the Platform unless expressly stated in writing. Any losses arising from dealings with unauthorised parties are solely your responsibility.

10. Jurisdiction & Governing Law

This Disclaimer is governed by the laws of the **Republic of South Africa**, with due consideration to applicable data protection and electronic transaction laws across Africa. Any disputes shall be subject to the jurisdiction of South African courts, unless otherwise required by mandatory local law.

11. Severability

If any provision of this Disclaimer is found to be unlawful, invalid, or unenforceable, such provision shall be severed, and the remaining provisions shall remain fully enforceable.

12. Acceptance of Disclaimer

By accessing or using the Platform, you confirm that you have read, understood, and agreed to this Disclaimer. If you do not agree with any part of this Disclaimer, you must **immediately discontinue use of the Platform**.