

## **Website Terms of Use**

### **1. Website terms and conditions of use**

- 1.1. This document sets out the terms and conditions (“Terms”) of Dynamic Cash Services Proprietary Limited (“Supplier” “We”) pertaining to the access and use of the information, products, services and functions provided on www. (www.ferb.co.za) (“Website”, “Platform”).
- 1.2. Should any person that accesses the Website you (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.
- 1.3. If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.
- 1.4. The Supplier reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the Supplier from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5. We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- 1.6. If there is anything in these Terms that you do not understand then please contact us as soon as possible – see clause 18 below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.
- 1.7. You may not distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful via the website or otherwise.

### **2. Content of the website**

- 2.1. The Supplier reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2. The Supplier reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.

- 2.3. The Supplier may use the services of third parties to provide information on the Website. The Supplier has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided “as is” and that the Supplier and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise.
- 2.4. The Supplier makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
- 2.4.1. The Supplier does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. The Supplier expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 2.4.2. whilst the Supplier has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system; and
- 2.4.3. The Supplier disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which the Supplier receives it and statements from external parties are accepted as fact.

### **3. Linked third party websites and third party content**

- 3.1. The Supplier may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and the Supplier does not endorse, nor does the inclusion of any link imply the Supplier’s endorsement of, such websites, their owners, licensees or administrators or such websites’ content or security practices and operations.
- 3.2. While the Supplier tries to provide links only to reputable websites or online partners, the Supplier cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of the Supplier. The Supplier is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 3.3. You agree that the Supplier shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites

on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

#### **4. Payments**

- 4.1. It is possible to use your credit card, Visa, or Mastercard to purchase products;
- 4.2. The Supplier takes steps to ensure that all transactions are secure. The transactions made through the Website are encrypted. You agree, acknowledge and understand that transactions which are performed over the internet may be vulnerable to being intercepted. The Supplier will not be liable for any loss that you may suffer as a result of any such interception but makes use of reputable third party service providers to provide payment services by means of the Platform.
- 4.3. Where payment is made by credit card, Visa, or Mastercard the Supplier may require additional information in order to authorise and/or verify the validity of payment. In such cases the Supplier is entitled to withhold delivery until such time as the additional information is received by the Supplier and authorisation from the bank is obtained by the Supplier for the amounts. If we do not receive authorisation your order will be cancelled.
- 4.4. You warrant that your preferred method of payment has sufficient available funds to cover all the costs incurred by you in purchasing the products.
- 4.5. You warrant that you are validly and/or fully authorised to use the card supplied for purposes of paying the products.
- 4.6. The Supplier reserves the right at any stage or time and without giving you any advance notice to make changes to the prices of goods and to correct any pricing errors that may inadvertently occur.

#### **5. PRODUCT CLASSIFICATION**

- 5.1. **YOU ACKNOWLEDGE THAT THE PRODUCTS YOU ARE PURCHASING ARE NOT NEW PRODUCTS AND ARE CLASSIFIED AS SECOND HAND GOODS.**
- 5.2. Each product will meet the description provided on the Platform and will be purchased by you as is subject only to the repair warranty contained herein.

#### **6. Orders**

Your order is subject to availability of products. Should you make a payment and there is not sufficient stock to honour your order the Supplier will notify you and you will be entitled to a refund.

## **7. Delivery and Collection**

- 7.1. Deliveries are facilitated by the Supplier and performed through a third party service provider. You may be required to provide identification when your order is delivered in accordance with that third party service providers requirements.
- 7.2. The Supplier shall not be liable for any incorrect order or delivery where an error in the information that you provide exists for example incorrect delivery address or incorrect orders.
- 7.3. You acknowledge that the delivery of your order can be impacted by events beyond the Supplier's control. The Supplier cannot be held liable for late deliveries of products purchased through the Website. The Supplier will, however, use its best endeavours to ensure that deliveries run smoothly.
- 7.4. Your orders will be delivered to you at a charge set out on the electronic payment section of the Platform and charged to you when your payment is authorised by means of our online payment system.

## **8. Returns**

- 8.1. You may return the product within 7 days of purchase for a full refund or exchange the product for the same or similar product at the same or similar price or receive a credit note depending on your choice. Should you not do so you will be deemed to be satisfied with the product. Courier charges will be deducted from the refund or any payment you have made on account courier charges.
- 8.2. You must ensure that when returning product(s) that they are in their original packaging, including all cables, batteries and other accessories. Payment of a refund on a 14-day return will be within 10-14 working days of the Supplier having received the product back at its facility, provided that the returns policy has been complied with by you in full.
- 8.3. **The other detailed provisions applicable to returns are contained in the Supplier's Returns Policy which is incorporated by reference into these Terms. The Supplier's Returns Policy is available on the website. Please read this policy carefully.**

## **9. Errors**

- 9.1. The Supplier shall take all reasonable efforts to accurately reflect the availability, description, purchase price and delivery charges of products on the Website. If there are any errors on the Website (which are not due to the Supplier's gross negligence), the Supplier shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Suppliers Returns Policy.

9.2. The Supplier shall not be bound by any incorrect information regarding the products displayed on any third-party websites.

**10. Warranty and Repairs:**

10.1. The Supplier provides a 6-month warranty on defective products.

10.2. BATTERY WARRANTY 6 -month warranty in all cases other than battery swelling. Warranty for battery swelling is 12- months.

10.3. There is no warranty provided on software malfunctions in the instance of a software malfunction the product will be returned to the original manufacturer and software licensor for inspection and repairs where applicable. This will be done at the purchasers cost.

10.4. Repair turnaround time is [21] working days of delivery to the Supplier, alternatively the Supplier will replace the product (in the event that it cannot be repaired) with the same or similar product at the same or similar price. Where the product cannot be repaired or replaced, you will be refunded. The Supplier will not be responsible for any matter or issue with the product after the 6-month warranty period.

10.5. Repairs carry a 3 month warranty.

10.6. Any warranty by the Supplier shall exclude losses caused by improper or insufficient maintenance, normal wear and tear, any improper operating, storing, handling, installation, bracing, altering, or modification in any way, liquid damage , unauthorized repairs, physical damage after delivery, cosmetic damage after delivery, customer misuse such as without limitation cracked screens or visible evidence of the product having been dropped or damaged or tampered with, damage done by accident or abuse or spillage of food, parts requiring replacement due to wear and tear, external causes including riots, change in part compatibility by manufacturer(s), fire, or an act of God or the government, floods, lightning, improper voltage or power supply, load shedding.

10.7. and/or use in violation of instructions furnished by the Supplier or the manufacturer of the products or components.

10.8. Any and all warranties hereunder to you shall immediately terminate in the event that any products and/or parts and/or components are altered or modified by the you or any of your employees, agents and/or contractors without the express prior written consent of the Supplier, as well as in the event of a finding, that the defect did not exist at the time the Supplier sold the products in terms of these Terms.

10.9. All items not manufactured by the Supplier are warranted only as warranted by the manufacturer of such items. Otherwise all such items are sold on an "AS IS, WHERE IS" basis subject to applicable law.

- 10.10. You acknowledge and agree that the provisions contained in these Terms constitute the sole and exclusive remedy available to you with regard to non-conforming Products.
- 10.11. Except for those warranties expressly granted hereunder and any rights and remedies conferred on you by applicable consumer protection laws or fair trading laws, all warranties (whether express, implied or statutory), all guarantees and all representations as to performance, including all warranties that might arise from course of dealing, custom or trade are hereby expressly excluded and disclaimed by the Supplier.
- 10.12. The Supplier will not be liable if the product is damaged by use of non-Supplier parts or by accident or abuse or misuse (outside of its intended or permitted uses) or spillage of food or liquid or any other external causes including fire, or an act of God or the State, flooding, lightning, load shedding, improper voltage or power supply or repairs done without the approval of a representative of the Supplier or cosmetic damage to the Products after delivery or defects or parts requiring replacement due to fair wear and tear.
- 10.13. Nothing hereunder is intended or shall be understood or construed to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or the Supplier in terms of the CPA (CONSUMER PROTECTION ACT NO. 68 OF 2008).

## **11. Usage restrictions**

The user hereby agrees that it shall not itself, nor through a third party:

- 11.1. copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 11.2. decompile, disassemble or reverse engineer any portion of the Website;
- 11.3. write and/or develop any derivative of the Website or any other software program based on the Website;
- 11.4. modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of the Supplier;
- 11.5. without the Supplier's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 11.6. remove any identification, trademark, copyright or other notices from the Website;
- 11.7. post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

- 11.8. notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

## **12. Security**

- 12.1. In order to ensure the security and reliable operation of the services to all the Supplier's users, the Supplier hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 12.2. You may not utilise the Website in any manner which may compromise the security of the Supplier networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Supplier suffer any damage or loss, civil damages shall be claimed by the Supplier against the user.
- 12.3. Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Supplier and its affiliates, agents and/or partners.

## **13. Intellectual property rights**

- 13.1. For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 13.1.1. "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Supplier, now or in the future, including without limitation, the Supplier's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 13.2. All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, the Supplier and as such are protected from infringement by legislation.
- 13.3. By submitting reviews, comments and/or any other content (other than your personal information) to the Supplier for posting on the Website, you automatically grant the Supplier and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such

content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.

- 13.4. All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 13.5. Except with the Supplier's express written permission, no proprietary material from this Website may be copied or retransmitted.
- 13.6. Irrespective of the existence of copyright, the user acknowledges that the Supplier is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 13.7. The Supplier authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

#### **14. Risk, limitation of liability and indemnity**

- 14.1. The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 14.2. The products are used entirely at your own risk and the Supplier will not be responsible for any virus, corruption, loss of files, data, and any other damage or loss, injury, loss of life etc from using such Products and you indemnify the Supplier accordingly.
- 14.3. The Supplier shall not be held liable for incorrect and/or inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or wilful misconduct of the Supplier, its agents, its employees or authorised representatives.
- 14.4. The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall the Supplier be liable for any loss, harm, or damage suffered by the user as a result thereof. The Supplier reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should the Supplier deem it necessary.
- 14.5. To the extent permissible by law:



14.5.1. Neither the Supplier, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if the Supplier knows or should reasonably have known or is expressly advised thereof.

14.5.2. The liability of the Supplier for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to the Supplier rectifying the malfunction, within a reasonable time and free of charge, provided that the Supplier is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of the Supplier. However in no event shall the Supplier be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

14.5.3. You hereby unconditionally and irrevocably indemnify the Supplier and agree to hold the Supplier free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by the Supplier or instituted against the Supplier as a direct or indirect result of:

14.5.3.1. your use of the website;

14.5.3.2. software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of the Supplier;

14.5.3.3. your failure to comply with any of the terms or any other requirements which the Supplier may impose from time to time;

14.5.3.4. the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

14.5.3.5. any unavailability of, or interruption in, the service which is beyond the control of the Supplier.

14.6. The Supplier makes no representations or warranties of any kind whatsoever, whether express or implied, in respect of:

14.6.1. the operation and accessibility of the Website;

- 14.6.2. the Website content;
  - 14.6.3. services or products included on the Website; and
  - 14.6.4. any advertisements and products or services on offer by third parties advertisers on the Website.
- 14.7. The Supplier and its directors, officers, employees, servants, agents, contractors and other persons for whom in law the Supplier may be liable (collectively the "Supplier Personnel"), are not accountable and do not assume any liability and expressly disclaim any warranties, express or implied, regarding the accuracy, completeness or reliability of any Website content.
- 14.8. The Supplier may, in its sole discretion:
- 14.8.1. remove any website content on the website; or
  - 14.8.2. request Users to remove Website content, if such content is untruthful, misleading, inappropriate, offensive or unsuitable for any reason whatsoever. The Supplier may filter all Website content, advertisements or materials published on the Website and make no commitment to edit or update such content on the Website.
- 14.9. The Supplier and the Supplier Personnel do not assume any responsibility or liability for any errors or omissions of whatsoever nature or however they may arise in relation to the Website content.
- 14.10. In addition, the Supplier and the Supplier Personnel do not review any comments; complaints or remarks regarding products and services and the quality of products and services including other content, information, graphics, advertisements or materials for truth or accuracy. The aforementioned content does not at any time whatsoever represent the views, opinions, beliefs or statements of the Supplier or the Supplier Personnel.
- 14.11. The Supplier does not warrant or guarantee that the Website will function on an uninterrupted basis or that it would be error free. The Supplier does not warrant or guarantee that any defects in the Website will be corrected and does not warrant or guarantee that the Website, its servers, or any e-mails which may be sent from the Supplier or the Supplier Personnel are free of viruses or any other harmful components. The Supplier does not warrant the correctness or accuracy of any information, ideas and opinions expressed on or through the Website.
- 14.12. The Website may contain links to third-party websites. The Supplier disclaims any responsibility or liability for:
- 14.12.1. the availability or accuracy of such third party websites; or

- 14.12.2. the content, products, or services on or available from such third party websites.
- 14.13. The Supplier further does not warrant or guarantee that the links to third-party websites are free from viruses or other malicious software and you undertake to click on any such link at your own risk.
- 14.14. Under no circumstances whatsoever shall the Supplier or the Supplier Personnel, be held liable for any damages, whether direct, indirect, incidental, special, consequential or punitive, including, without limitation, any loss of profits or revenues, or any loss of data, use, good-will, or other intangible losses, in connection with the Website content published on the Website and which relates or may relate to and/or is used by you.
- 14.15. We will not be responsible if any Product that is advertised for sale is not available or the price is changed prior to payment.
- 14.16. The Supplier takes reasonable steps to ensure the authenticity of the Products which includes ensuring that the Products are not stolen or counterfeit or illegally imported and endeavours to comply will all applicable laws. Notwithstanding the aforesaid and in the event of breach of the aforesaid, we reserve the right to take possession of such offending Products and replace or refund you or provide a credit note in our discretion.
- 14.17. It is your sole and exclusive responsibility to:
- 14.17.1. determine the accuracy, reliability and credibility of any information, comments, complaints, or remarks regarding products and/or services and/or the quality of products and/or services including other content, graphics, information (including information regarding fraudulent conduct), advertisements or materials published on the Website; and
- 14.17.2. comply with any legal obligations when using such content on the Website which may be imposed by copyright, privacy, defamation, and/or any other applicable laws that may be applicable to you.

## **15. The Supplier privacy and cookie policy**

The Supplier privacy and cookies policy in this regard are available on the Privacy Policy on the Website and the terms are incorporated hereunder by reference.

## **16. Confidentiality**

- 16.1. By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by the Supplier. You shall notify the Supplier should you discover any loss or unauthorised disclosure of the information.

16.2. Any information or material sent to the Supplier will be deemed not to be confidential, unless otherwise agreed in writing by the user and the Supplier.

**17. Breach or cancellation by the Supplier**

17.1. The Supplier is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Supplier's right to claim damages, should any user:

17.1.1. breach any of these Terms;

17.1.2. in the sole discretion of the Supplier, use the Website in an unauthorised manner; or

17.1.3. infringe any statute, regulation, ordinance or law.

17.2. Breach of these Terms entitles the Supplier to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to the Supplier on an attorney and own client scale.

**18. Compliance with section 43(1) of ECT Act (ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT)**

In compliance with section 43(1) of the ECT Act, the following is noted:

(Insert all of the relevant information set out below)

18.1. Full name: Dynamic Cash Services (Proprietary) Limited;

18.2. Registration number: 2014/109230/07;

18.3. Physical address: 363 Rivonia Boulevard;

18.4. Telephone number: 0686042760;

18.5. Website address: [www.ferb.co.za](http://www.ferb.co.za);

18.6. E-mail address: [contact@ferb.co.za](mailto:contact@ferb.co.za);

18.7. Names of office bearers: Paul Maree and Adam Strike;

18.8. Registered at: 1<sup>st</sup> Floor Euro Centre, 363 Rivonia Boulevard, Rivonia.

- 18.9. a description of the products or services/products: Refurbished mobile devices including without limitation Apple products;
- 18.10. a complaints and disputes procedure: Please send complaints and/or queries by email to [contact@ferb.co.za](mailto:contact@ferb.co.za);
- 18.11. the Supplier's policies are available on the website [www.ferb.co.za](http://www.ferb.co.za);
- 18.12. cooling-off period: 7 days as per ECT Act.

## **19. Compliance with laws**

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

## **20. Notices**

Except as explicitly stated otherwise, any notices shall be given by email to [contact@ferb.co.za](mailto:contact@ferb.co.za) (in the case of the Supplier) or to the e-mail address you have provided to the Supplier (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Supplier may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to the Supplier. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

## **21. General clauses**

- 21.1. These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 21.2. These Terms apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA") and your attention is drawn to these provisions.
- 21.3. This Website is controlled, operated and administered by the Supplier from its offices within the Republic of South Africa. The Supplier makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and

regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

- 21.4. The Supplier does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 21.5. If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 21.6. The Supplier's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 21.7. You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of the Supplier.
- 21.8. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 21.9. The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 21.10. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 21.11. These Terms set forth the entire understanding and agreement between the Supplier and you with respect to the subject matter hereof.
- 21.12. You are prohibited from publishing copying, reproducing display or otherwise use the website or information contained in it without the express prior written consent of the Supplier.