

1. TERMS OF USE OF ISHISHINILETHU (PTY) LTD SERVICES

1.1 The use of the Company's products, software, services and web sites (collectively referred to as "the services" in this document and excluding any services provided to you by the Company under a separate written agreement) is subject to the terms and conditions of use as set out below and constitutes a legal agreement between you and the Company. The latest version of these terms and conditions apply each time you visit the web-site or use the services. **IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS OF USE APPLICABLE TO THE SERVICES.**

1.2 The terms and conditions referred to in paragraph 1.1 are deemed accepted by you and becomes effective from the first time you access the web site and / or when you use the services for the first time, and is applicable each time you access the web site and / or use the service, and this constitutes a binding agreement between Ishishinilethu (Pty) Ltd, Registration Number: 2013/073107/07 and the user.

1.3 Unless otherwise agreed in writing with the Company, the user's agreement with the Company will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as "Universal Terms".

1.4 The user's agreement with the Company will also include the terms of any Legal Notices applicable to the services, the standard terms and conditions of sale of the Company, including its fee structure, billing and credit rules as well as the terms of any Dealer / Distributor Agreement entered into between you and the Company, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a service, these will be accessible for you to read either within, or through the user's use of, that service.

1.5 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and the Company in relation to your use of the services. Collectively, this legal agreement is referred to below as the "Terms".

1.6 If there is any contradiction between what is reflected in the Additional Terms and what the Universal Terms reflect, then the Additional Terms shall take precedence in relation to that service.

1.7 THE USER IS RESPONSIBLE FOR PREVENTING UNAUTHORISED ACCESS TO THIS WEBSITE BY SAFEGUARDING ITS ASSIGNED USERNAME AND PASSWORD.

1.8 IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THEM CAREFULLY. IF YOU ARE UNCERTAIN OR IF YOU DO NOT AGREE WITH THE TERMS, THEN YOU SHOULD NOT ACCEPT THEM.

2. ACCEPTANCE

2.1 The Company's online services are subject to registration and approval, which the Company may accept or reject at its sole discretion.

2.2 The Company will provide you with the services only once you have accepted the Terms when registering with us. You may not use the services if you do not accept the Terms.

2.3 You can accept the Terms by:

2.3.1 in the event of the purchasing of products, clicking to "submit order", where this option is made available to you by the Company in the user interface for any service; or



2.3.2 in the event of requesting contact with a dealer / distributor then by, clicking “contact us”, where this option is made available to you by the Company in the user interface for any service; or
2.3.3 by actually using the services. In this case, the user understands and agrees that the Company will treat your use of the services as acceptance of the Terms from that point onwards.

2.4 You may not use the services and may not accept the Terms if you:

2.4.1 are not of legal age to form a binding contract with the Company; or

2.4.2 are a person barred from receiving the services under the laws of the Republic of South Africa or other countries including the country in which the user is resident or from which the user uses the services; or

2.4.3 are not authorized in terms of a Distributor Agreement or Employment Agreement to order products or have registered as a user.

2.5 BEFORE YOU CONTINUE, YOU SHOULD PRINT OFF OR SAVE A LOCAL COPY OF THE UNIVERSAL TERMS FOR YOUR RECORDS!

3. DEFINITIONS

3.1 “Agreement” means the Terms, Additional Terms, Legal Notices and Privacy Statement;

3.2 “Buyer” means a person, firm, company or close corporation or any other legal entity who order or purchase any goods or services offered for sale on this web site.

3.3 “fees” means any charges which the Company charge as per the Invoice / Statement of Account;

3.4 “the Company” means Ishishinilethu (Pty) Ltd, Registration Number: 2013/073107/07, a private company duly incorporated in terms of the laws of the Republic of South Africa;

3.5 “Indemnified Party” means each of the Company, its officers, contractors, consultants and agents from time to time, and any related entities, associates or affiliates of the Company, and each of their respective officers, employees, contractors, consultants and agents from time to time;

3.6 “Intellectual Property Rights” means industrial and intellectual property whether protected by common law or under statute, including (without limitation) copyright, all rights in relation to inventions (including registered patents and the benefit of any application for a patent), registered and unregistered trademarks, registered and unregistered designs, product design and packaging, and other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world;

3.7 “user” or “users” for the purposes of clauses 12 and 13, means any Buyer, or someone who is otherwise using and / or accessing the Site;

3.8 “VAT” means value-added tax, or other consumption tax;

3.9 “we”, “us”, “our”, “ourselves” and “the Company” are used interchangeably in this Agreement and all mean “the Company”;

3.10 “you” or “your” means the Buyer, its successors and permitted assigns; and

3.11 “your personal information” includes “personal information” as defined in the Promotion of Access to Information Act, No. 2 of 2000, which act can be downloaded from:

4. OWNERSHIP OF WEBSITE DOMAIN AND SOURCE CODE



4.1 This website domain and its contents are the property of Ishishinilethu (Pty) Ltd Technology (South Africa) (Proprietary) Limited.

4.2 Ishishinilethu (Pty) Ltd is the owner of the source code of this website.

5. INFORMATION ON THIS SITE

5.1 All information on this site is only intended to provide the user with general information about the Company, the Company products and the Company Services.

5.2 The online products and online services available on this website are only available to persons that reside in, or are nationals of, or are incorporated under the laws of the Republic of South Africa ("RSA") collectively referred to as "RSA Nationals", unless the parties expressly agree otherwise in writing.

5.3 All information regarding the online products and online services including information in respect of the terms and conditions, purchase prices or any other matter, is subject to change without notice.

5.4 The site and all information provided on this site and the services provided on this site, are provided "as is" and should not be treated as advice of any kind. The user should consult with a professional advisor before relying on any information on this site.

5.5 The Company may use the services of other third party organizations to provide information on this site. The Company has no control over the third party information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The Company will not be directly or indirectly liable for any damages that may arise from the user's reliance on it. The Company shall endeavour to the best of its ability to reflect information that is accurate but as above is indemnified by yourself as to information provided by a third party.

6. PROVISION OF SERVICES

6.1 We will provide you with the Services, which will enable the user to:

- 6.1.1 Order Ishishinilethu (Pty) Ltd products online;
- 6.1.2 Make contact with a distributor of Ishishinilethu (Pty) Ltd products
- 6.1.3 Arrange vehicle fitment bookings;
- 6.1.4 Make use of any other services offered on the web-site.

6.2 You agree to provide all necessary equipment, network connections and software to access this Site.

6.3 We may:

- 6.3.1 set limits or conditions on the right to certain services, features or functions on this site;
- 6.3.2 restrict access to parts of or all of the services on site; and
- 6.3.3 modify, suspend or discontinue this site, whether temporarily or permanently, without notice.

7. FEES

7.1 It is a condition of using the Services that you agree to the Additional Terms (which, without limiting the generality of the foregoing, include the fee, invoicing and billing structure, credit rules and the standard terms and conditions of sale of the Company), which in addition to the Universal Terms shall govern the transactions done via this web-site as set out in clause 1 above. If you do not agree to this condition, then please do not accept these terms and conditions, and the company reserves the right not to interact with you, should it so deem necessary.



7.2 We may choose in our sole discretion to change our fee structure, billing and payment rules from time to time, for promotional events and such changes are effective for the dates specified when we post such a promotion on this Site.

7.3 We reserve the right in our sole discretion to alter or remove any Services or withdraw any Services offered. In the event that we introduce a new Service, any fees for that Service will take effect from the launch of that Service, unless otherwise stated.

7.4 Unless otherwise stated, all fees are quoted in South African Rands and are inclusive of VAT and the price of each product is displayed with the product or service.

7.5 It is the sole duty and responsibility of the individual user to satisfy itself regarding any import duties payable by recipients of goods in foreign countries. The Company does not accept any liability with regarding to any import duties payable as aforesaid cannot advise users with regard thereto and cannot calculate or estimate such duties.

7.6 Users are given the right to purchase items on this Site by paying the relevant fees. This does not involve purchasing the rights to the actual web pages or other proprietary rights, which remain the property of the Company. We reserve the right in our sole discretion to place third party advertisements on the pages without your consent or payment to you.

7.7 Although the Company will make every reasonable effort to ensure that the information supplied on this website (including product information and prices thereof) is correct, these information is subject to final confirmation at the time of finalizing the transaction. It is specifically recorded that should errors occur and products or services are offered at incorrect prices, the Company shall not be obliged to sell products and services at such incorrect prices. If a product or service was offered at an incorrect price, then the user shall be entitled to cancel the orders for products and services ordered at such incorrect prices in which event the Company's sole liability towards the user shall be the refund of any monies already paid by the user.

7.8 The Company carries limited stock of all goods on offer. The Company shall take all reasonably efforts to discontinue the offer as soon as stock is no longer available and / or indicate the volume of stock forming part of the offer. However, should products and services on offer no longer be available, the Company's sole liability towards the user shall be the refund of monies already paid by the user where the Company is unable to fulfil orders at the advertised prices.

7.9 The payment methods shall be governed by the Terms.

7.10 The Company reserves the right to refuse or accept and / or execute an order without giving any reasons therefore and shall be entitled to cancel orders in whole or in part should the prevailing circumstances so dictate, dependent on the Terms, and the Company shall refund the monies already paid by the user in circumstances where orders are cancelled.

8. USER

8.1 You agree and warrant that:

8.1.1 your personal information:

8.1.1.1 is accurate and not false, misleading, deceptive or fraudulent;

8.1.1.2 does not breach any Intellectual Property Rights of a third party;

8.1.1.3 is made in compliance with all applicable laws, government regulations and / or guidelines;

8.1.1.4 is not forged, threatening or offensive or otherwise constitutes harassment;

8.1.1.5 does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;



8.1.1.6 does not contain any viruses, worms, Trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not;

8.1.1.7 will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature;

8.1.2 you have the legal capacity to purchase or use any goods or services that you purchase, and, will not otherwise be breaching any law in purchasing the goods or services;

8.1.3 you will not order any goods or services on this Site or from a Distributor, unless you are able, and have sufficient, available capacity to pay for those goods or services;

8.1.4 the purchase of any goods and / or services on this Site is absolutely at your own risk.

9. CHANGE IN TERMS AND CONDITIONS

9.1 We have an absolute discretion to change the terms and conditions of this Agreement at any time. If we do so, we will post details of any changes on this Site, which changes will be effective forthwith from date of publication.

9.2 By accepting this Agreement, you also agree to accept and be bound by any changes made by us under this clause 9 above. In any event, your continued use of the Services after any changes to the terms of this Agreement have taken effect in accordance with clause 9.1 above, will be deemed to be your acceptance of those changes to the terms of this Agreement. The user agrees to view and abide by the version reflected on the web site each time that this site is visited.

9.3 The reflected version of these terms and conditions will govern the respective rights and obligations of the Company and the user each time the user access this site.

10. LINKED THIRD PARTY SITES

10.1 This site may contain certain images and links to other third party websites ("linked sites") with information and material produced / advertised by other parties. The linked sites are not under the control of the Company and the Company is not responsible for the content of any linked site, including without limitation any link contained in a linked site or any changes or updates to a linked site.

10.2 The Company is not responsible nor does it promote any webcasting or any other form of transmission from linked sites nor is the Company responsible if the linked site is not working appropriately.

10.3 The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site, their business or security practices or any association with its operators nor does it imply that the Company agree with, edit or sponsor the content on such web pages.

11. HYPERLINKS, DEEP LINKING, CRAWLERS, METATAGS AND FRAMING

11.1 Save insofar as it is permitted by an e-trader agreement entered into with the Company, no third party may establish a hyperlink, deep-links, frames, metatags or similar reference, whether electronically or otherwise (collectively referred to as "linking"), to this site without the Company's prior written permission.

11.2 the Company's consent may be withheld or granted in their absolute and sole discretion and subject to any conditions specified by the Company.

11.3 No user or any third party may frame this site or any of the pages on this site in any way whatsoever.

11.4 No user or any third party may use any technology to search and gain any information from this site without the prior written permission from the Company.

11.5 Breach of these conditions entitles the Company to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.

11.6 We will try and answer your application as soon as possible. If we do not respond in writing within 5 (five) business days, we have not agreed to your request.

12. COMPLIANCE WITH THE TERMS AND CONDITIONS

12.1 You agree that we may and will monitor your conduct on the Company website, if we believe that you are not complying with the terms and conditions of this Agreement we reserve the right to suspend or restrict access to the site. If we believe you do not comply with the terms and conditions, we will continue to respect your confidentiality as per legislation, unless:

12.1.1 doing so would or could implicate or make us an accomplice to illegal or criminal behaviour, a civil claim, or any other claim by a person for which we may have to pay compensation;

12.1.2 the law compels, requires, or makes it prudent and desirable for us to divulge or disclose the information we hold or know or any documents we possess;

12.1.3 we consider it necessary or desirable to make disclosures to preserve or enforce our interests or rights, within the confines of the law.

12.2 If we believe, whether or not we have conducted any monitoring, that you are not, or may be in danger of not, complying with any of the provisions of this Agreement, then we may send you a warning asking you to rectify your conduct (although we will not be obliged to do so).

12.3 If you:

12.3.1 infringe or are suspected of infringing the Intellectual Property Rights of any other person;

12.3.2 are suspected of having, or are found by conviction, settlement insurance or otherwise, to have engaged in any fraudulent or other criminal activity in connection with this Site or any other web site; or

12.3.3 have an overdue payment on your account; or

12.3.4 otherwise breach this Agreement, we may, in our absolute discretion:

(a) withhold from you, your use of any or all of the Services, and access to your personal information;

(b) delete or remove, without incurring any liability to you, any or all of your personal information and block incoming and out-going data or message transfers;

(c) restore the Services if and when you can demonstrate a clear and complete adherence to the terms of this Agreement on a permanent and consistent basis; and

(d) terminate the Agreement that we have entered into with you, and cancel our obligations to provide the Services, if we are not satisfied that you will clearly and completely adhere to the terms of this Agreement, on a permanent and consistent basis, if the Services are restored to you; and

(e) take immediately legal action without telling you, and you agree to repay us our costs of this legal action on the scale of attorney and own client.

13. USE OF SITE

13.1 In using this Site, you may and must not:

13.1.1 illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute software or other data;

13.1.2 alter, damage, destroy, erase, interfere with or attempt to interfere with, or infect our files, data and other computer systems and network resources or those of other users or any other person, or



access, copy, modify, remove or impair the reliability, security or operation of, any data or files or other information stored in these systems or network resources;

13.1.3 impair the electronic communications to or from, or interfere with or obstruct the lawful use of, otherwise cause any unauthorized computer functions to our computer systems or those of other users or any other persons;

13.1.4 engage in any conduct that is unlawful under any laws applicable to you.

13.2 Any links or references (direct or indirect) to other web sites on this Site are provided for your convenience only and do not, and are not an express or implied endorsement by us, of those web sites, or the products and services contained on those web sites.

13.3 The information and material contained on this Site has been prepared in accordance with the laws of the Republic of South Africa for use in the Republic of South Africa only. I may not comply with the laws of any other country. We make no representation that the information and material contained on this Site complies with the laws (including any intellectual property laws) of any country other than the Republic of South Africa. If you choose to access this Site from outside the Republic of South Africa, you do so at your own risk and will be responsible for ensuring compliance with the laws of the country in which you are located.

13.4 Notwithstanding, and in addition to any other provision of this Agreement, you agree to comply with any laws applicable to you when using this Site and the sale or purchased of goods or services that you undertake as a result of using this Site.

14. ENTERING INTO THIS AGREEMENT

You represent and warrant to us:

14.1 if you are an individual that you are twenty-one (21) years of age or over and of full legal capacity and thus capable of entering into this Agreement and performing your obligations under this Agreement; or

14.2 if you are a juristic entity:

14.2.1 that you are duly incorporated and have been issued with a certificate of commencement of business and have the power to own / purchase / sell property; and 14.2.2 entering into this Agreement does not violate your Constitution; and

14.2.3 you have the power and have taken all corporate and other actions required to enter into this Agreement and to authorise entering into this Agreement and performing your obligations under this Agreement.

15. LICENCE OF, AND USE OF, YOUR PERSONAL INFORMATION

15.1 The Company may electronically collect, store, and use the following personal information of Users:

15.1.1 name and surname, business name and trading name;

15.1.2 birth date or date of registration of business;

15.1.3 gender;

15.1.4 country of residence;

15.1.5 closest city;

15.1.6 non-personal browsing habits and click patterns;

15.1.7 email address;

15.1.8 IP address; and

15.1.9 Identity number / passport number.



15.2 the Company shall be entitled to collect, store and use the personal information for the following purposes:

15.2.1 to greet the user when he / she accesses the Company website;

15.2.2 subject to the user's consent, to inform the user of facts relating to his / her access and use of the Company website;

15.2.3 subject to the user's consent, to inform the user about competitions and special offers from the Company and / or its partners and affiliates;

15.2.4 to compile non-personal statistical information about browsing habits, click patterns and access to the Company website;

15.2.5 to verify the identity of the user when transacting with the Company;

15.2.6 to ensure that the products are received by the addressee; 15.2.7

any other purpose permitted by law.

15.3 The information detailed in clause 15.1 above is collected either electronically by using cookies or is provided voluntarily by the user. The user may determine cookie use independently through their browser settings.

15.4 The user may elect not to receive any communications from the Company or its partners and affiliates in terms of clauses 15.2.2 and 15.2.3 above.

15.5 the Company shall be entitled to collect, maintain, save, compile and share any information collected from users, subject to the following provisions:

15.5.1 the Company shall not disclose personal information from users without their consent thereto;

15.5.2 the Company shall disclose information without the user's consent only through due legal process;

15.5.3 the Company may compile, use and share any information that does not relate to any specific individual; and

15.5.4 the Company owns and retains all rights to non-personal statistical information collected and compiled by the Company.

15.6 Subject to clause 15.1 above, we agree to use your personal information only in accordance with the Privacy Statement. If you do not agree with the terms of the Privacy Statement, please do not accept these terms and conditions.

16. USER TRAFFIC AND ITS CONTENTS

16.1 Information transmitted through an unsecured link over the Internet, including email, is subject to potential unlawful access or monitoring.

16.2 The user accepts that the Company cannot be held liable for any loss, or damage suffered by the user as a result of unlawful activities by persons beyond their control, as the Company cannot prevent such behaviour. The Company may request independent verification of any information submitted by the user through the site or email from time to time, to limit these risks.

16.3 While we will endeavour to maintain ongoing access, and, prevent and correct disruptions and failures on this Site, we cannot and do not exercise complete control over the data, files and other information passing through our computer systems and network resources. Therefore you agree that you:

16.3.1 are responsible for the flow and storage of your personal information through our computer systems and network resources;

16.3.2 take full responsibility for data, files and other information you own, send, or receive; and ensure that at all times you maintain adequate backup copies as appropriate;

16.3.3 must not engage in mass posting of messages, either through e-mail or onto newsgroups, or engage in any harassment, "electronic stalking" or "spam";



16.3.4 must respect and abide by the conventions and rules governing the use of newsgroups, lists, discussion forums (such as ICQ and internet relay chat or similar channels), and networks, and must not post messages or other communicate inappropriately, or send unsolicited messages (commercial or otherwise); and

16.3.5 accept that certain content on this Site, despite any steps we may take may contain material that you may find inappropriate, offensive, inflammatory, or adult in nature and further accept that we do not endorse such material and disclaim any and all liability for their contents.

16.4 We cannot and do not know whether you have given access to your the Company account to other people. You are therefore totally responsible for:

16.4.1 when how your account with us is used; and

16.4.2 the actions of the people (if any) you allow to access, or transmit information through this Site, our computer systems and network resources or otherwise utilize the Services (whether or not you have given them your login and password details or not).

16.5 Any person that delivers or attempts to deliver any damaging code to this website or attempts to gain unauthorized access to any page on this website shall be prosecuted and civil damages shall be claimed in the event that the Company suffers any loss or damages.

16.6 The user warrants and agree that its log-in name and password shall:

16.6.1 be used for intended business purposes only; and

16.6.2 not be disclosed to any third party.

16.7 The user hereby agree and insofar it may be necessary in law, consents thereto that the Company may take all reasonable steps to ensure the integrity and security of the Company site and back-office applications.

17. COMMERCIAL USE OF THE SERVICES

17.1 We cannot and do not take any responsibility for any commercial enterprises you may conduct as the proprietor of any goods or services that you have chosen to purchase in reliance on this Site, our computer systems, network resources or the Services as part of a business or profit-making activity. Specifically:

17.1.1 if you, or those whom you permit to use your account, choose to rely upon this Site, our computer systems, network resources or the Services in any manner to support a business or other profit-making activity, you do so at your own risk absolutely; and

17.1.2 advertising, credit card payment channels, direct-debit facilities, and electronic registration forms are commercial uses of the Services where you must bear the risk.

17.2 The Services on this Site are provided to you personally and you must never resell, trade, or barter your rights to use the Services to another person or persons nor permit any third party to use the Services.

18. RELYING UPON ISHISHINILETHU (PTY) LTD SERVICES

18.1 The quality and continuity of our Services depends on many factors over which we have no or little control. While we will always endeavour to maintain ongoing access, disruptions and failures of this Site, and or all computer systems, network resources and the Services, are probable in such operation environment. Recognising this, you agree that:

18.1.1 we cannot and do not guarantee, warrant or otherwise imply that:

18.1.1.1 you will receive constant and uninterrupted access to this Site or the Services or

18.1.1.2 you will receive unlimited access to all of the content available on the Site at any given time;

18.1.2 we cannot always ensure that this Site, its computer systems and network resources will be fully or continually protected from unlawful access by third parties, including the infection of data or other information by viruses, or the alteration, misuse, or stealing of data or other information or that



any of these activities will be detected, however the Company will endeavour that the information contained on this site is protected.

19. DISCLAIMER AND LIMITATION OF LIABILITY

19.1 The use of this website and the online services is entirely at the user's own risk. The user assumes full responsibility for the risk of loss resulting from the use of this site and the user's reliance on information contained on it.

19.2 Notwithstanding, and in addition to any other provision in this Agreement, you agree that we will not be liable to you or any other person for any loss, damage (whether direct, indirect, special, incidental or consequential), expense, or other amounts incurred, inconveniences or hardship suffered, by any person however arising (including where the cause cannot be determined), or whether it arose directly or indirectly from any authorized or unauthorized use of, access to, reliance on, or any inability to use or access this Site, the Services, or as a consequence of such use, access, reliance, or inability to access, whether such loss, damage, expense or other amounts incurred, inconveniences or hardship suffered arose out of contract, or delict or.

19.3 Without derogating from the generality of the above, and to the extent legally permitted, the Company will not be liable for any loss relating to one or more, or a combination, of the following:

19.3.1 a failure, or error in the operation, of all or any part of this Site, our computer systems, network resources, the Services, or any other computer systems or network resources to which they may be connected or upon which they may rely, or the taking offline of any of those computers systems or networks resources for any reason;

19.3.2 any circumstances which produce or have the consequence of producing a degradation, falloff, or complete severance of access to this Site or network resources or any other computer systems or network resources to which they may be connected by any person;

19.3.3 that orders were not processed or accepted due to forces beyond the control of the Company and / or technical difficulties or for any reasons whatsoever;

19.3.4 whether we or any other person could have foreseen such a loss or type of loss, or were negligent or reckless, whether or not the loss was suffered in connection with a business or commercial enterprise, including, but not limited to, any economic or consequential loss or damage, any and all damage to, or loss of, any equipment, property, data, or other information possessed by you or any other person, any loss of profits, and any losses relating to contracts, business, revenue, goodwill, or any anticipated savings;

19.3.5 any personal losses or hardship, stress and anxiety, nervous shock, or other personal suffering or condition;

19.3.6 any errors or omission in any documentation or other literature provided by us, any errors or omission in any data, on this Site, or any breach of contract or negligence on the part of us, our employees, agents or authorised representatives;

19.3.7 any reliance on, the information and material contained on this Site about any goods and services or any other information or material whatsoever, or any information and material contained on, and the privacy of, web sites linked to this Site;

19.3.8 any one or more of the circumstances described in clauses 13.3, 13.4, 16.3, 17.1 or 18.1 above;

19.3.9 any action taken by us under this Agreement, including, but not limited to, action taken under clauses 12.1 to 12.3 (inclusive) ; or

19.3.10 any conduct, act or omission, whether negligent, reckless, or otherwise, whether within any actual, ostensible, or apparent authority or not, at all on the part of our employees, agents or authorised representatives;

19.3.11 any loss or damage with regard to the user's data or other data directly or indirectly caused by malfunction of the Company's system, third party systems, power failures, unlawful access to or theft



of data, computer viruses or destructive code on the Company's system or third party systems, or programming defects;

19.3.12 any interruption, malfunction, downtime, or other failure of goods and services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities, or any event over which we have no direct control.

19.4 To the extent permitted by law, all terms, conditions and warranties or representations, whether express, implied, statutory, common law or otherwise relating to the Services or anything in these terms and conditions, are excluded unless expressly included in this Agreement.

19.5 the Company makes no representations or warranties regarding the accuracy, functionality, fitness for purpose or non-infringement in connection with this site and disclaims all liability in this regard.

19.6 the Company does not warrant that this site or the online services will be error free but shall endeavour to minimise any errors on the site

19.7 If any legislation or law implies in this agreement any term or warranty and also prohibits provisions in a contract excluding the application of or exercise of that term or warranty then, to the maximum extent permitted by law, our liability for a breach of such a term or warranty will be limited, at our option any one or more of the following:

19.7.1 if the breach relates to goods:

19.7.1.1 the replacement of the goods or the supply of equivalent goods;

19.7.1.2 the repair of such goods;

19.7.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or

19.7.1.4 the payment of the cost of replacing the goods repaired; and

19.7.2 if the breach relates to services:

19.7.2.1 the supplying of the services again;

19.7.2.2 the marketing or promotion of service or goods; or

19.7.2.2 the payment of the cost of having the services supplied again.

19.8 Notwithstanding anything else in this Agreement if an Indemnified Party is liable to you, whether in respect of negligence or other delict, breach of contract or warranty, breach of statute or statutory duty, equity or otherwise directly or indirectly in relation to the performance of or any delay or failure in the performance of its obligations under this Agreement, the maximum aggregate liability of an Indemnified Party, in respect to all claims made by you for every 12 month period commencing on the execution of this Agreement or the anniversary thereof shall be R500,00 (Five Hundred Rand).

20. RELEASE AND INDEMNITY

20.1 Notwithstanding, and in addition to any other provision in this Agreement, to the maximum extent permitted by law, you agree to release from, and indemnify, each Indemnified Party, against any claims, losses, liabilities, suits, demands, proceedings, costs or expenses (including legal costs on a full indemnity basis) directly or indirectly related to, or arising out of:

20.1.1 your use of the Services;

20.1.2 the purchase of any goods and services as a result of you using the Services;

20.1.3 the reproduction, broadcast, transmission communication or making available or any information or material (including log on information and passwords) by us or any users (other than you) made available by use of the Services;

20.1.4 any one or more of the circumstances described in clause 19.1 above;



20.1.5 any alleged breach of a person's rights (including, but not limited to, defamation or misleading or deceptive conduct) by a communication, broadcast or transmission made available by means of the Services; or

20.1.6 any claim by any person arising out of, or in connection with any cessation (temporary or permanent) of the supply of the Services in accordance with this Agreement.

20.2 The indemnity under clause 20.1 above does not extend to:

20.2.1 expenses incurred by us that are unreasonable; or

20.2.2 losses occasioned by us as a result of this Agreement proving not to be profitable to us.

21. USER'S LIABILITY TO ISHISHINILETHU (PTY) LTD

The user shall be liable to the Company for any liabilities, losses or expenses incurred by the Company as a result of any breach by the user of these terms and conditions.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 This site contains copyright and other intellectual property including logos and other graphics and multimedia works belonging to the Company.

22.2 The user is authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts; provided that:

22.2.1 the material is used for considering the online services and for no other commercial purposes;

22.2.2 any reproduction of our proprietary material from this site or portion of it, must include the Company's copyright notice in its entirety;

22.3 The logos and trademarks shown on this site are the Company's registered and unregistered trademarks, or that of third parties.

22.4 Nothing on this site should be construed as granting any licence or right to use any trademark without the Company's prior written consent and / or that of third parties, as the case may be. The user may not, without the Company's prior written consent, use the Company's intellectual property or that of third parties for any purposes whatsoever.

23. DISPUTES

23.1 You and the Company must follow the procedure for resolving any dispute in connection with or arising out of this Agreement, in accordance with this clause 23 before starting any proceedings (except proceedings seeking urgent interlocutory relief).

23.2 The procedure for resolving a dispute is as follows:

23.2.1 first, either you or the Company may give notice to the other about the nature of the dispute ("Notice") and you and the Company will seek to negotiate a settlement within 14 (fourteen) working days;

23.2.2 second, to the extent those negotiations fail, you and the Company will seek, within a further 2 (two) days, to reach agreement on the appointment of a mediator for resolving the dispute, and failing any such agreement, the mediator shall be appointed by Arbitration Foundation of South Africa (AFSA) Secretariat and, the mediation shall be conducted in accordance with the AFSA Administered Mediation Rules; and

23.2.3 failing such a resolution, the dispute, if arbitral in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator(s) appointed by the Foundation, which rules may be downloaded from their respective website.

24.1 This Agreement constitutes the entire agreement between you and the Company.

24.2 All rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

24.3 Nothing in this Agreement shall be deemed to constitute any party as the agent, partner or joint venture of another party.

24.4 A party shall take all such steps, execute all such documents and do all such acts and things as may be reasonably required by another party to give effect any of the transactions contemplated by this Agreement.

24.5 Other than as otherwise specified in this Agreement, neither the failure of a party to enforce at anytime any of the provisions of this Agreement nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

24.6 This Agreement will be governed by the laws in force in the Republic of South Africa and each party unconditionally submits to the non-exclusive jurisdiction of the Courts of the Republic of South Africa in relation to any legal action, suit or proceeding arising out of or with respect to this Agreement.

24.7 The headings of the clauses is provided for convenience and ease of reference only and will not be used to interpret, modify or amplify the terms or conditions of this agreement.

24.8 Where any dates or times need to be calculated in terms of this agreement, the international standard time (GTM plus two hours) shall be used.

24.9 If any of these terms or conditions is held to be invalid, unlawful or unenforceable, the term or condition will be deleted from the remaining terms and conditions which will continue to be valid to the full extent permitted by law

25. DOMICILIUM AND NOTICES

25.1 Any notice to be served by either party to the other must be in writing and will be sent by hand delivery, post or facsimile, or email to the relevant party to this Agreement at its respective address as specified on the application for registration on this Site and, in the case of the Company, 67 Laing street, George Industria, George, 6530 (Attention: The Financial Manager).

25.2 The user acknowledges that the Company will use email and notices on this site as the Company's main communication tool for all communications relating to this site, or these terms and conditions and consents that any notices, disclosures and other communications sent by the Company electronically will be deemed to satisfy any legal requirements, including without limitation, the requirement that such communications should be "in writing".

25.3 A notice will be deemed to be duly sent and received by any of the parties, in the case of mail, 5 (five) days after registered posting and in the case of a facsimile it will be deemed to have been served on receipt of a successful transmission notice.

25.4 An email message will be deemed to be sent:



25.4.1 by the user, at the time at which the Company is capable of accessing such message;
25.4.2 by the Company, at the time shown on the message as having been sent, or if not so shown, at the time shown on the Company's computer system as having been sent. and in the case of email it will be deemed to have been served if no return email stating that the email cannot be delivered is received.

25.5 An email message is deemed to be received:

25.5.1 by the user, once it becomes capable of being retrieved by the user;

25.5.2 by the Company, once the Company has confirmed receipt thereof to the user, or responded thereto, whichever is the earlier.

25.6 A message shall be attributed:

25.6.1 to the user, if it purports to have originated from the user, irrespective of the fact that someone else may have impersonated the user or whether the message sent to the Company resulted from an error or malfunction in the communication system;

25.6.2 to the Company, if it has been sent by a duly authorized representative and such representative acted within the scope of such authority or by an automated system programmed by the Company and such system operated without error or malfunction.

25.7 A certificate signed by a manager of the Company will constitute sufficient proof of the operation or functionality of the online services or any part thereof and the contents of any information displayed on the site on a given date, and will be regarded as correct unless the user proves the contrary.

26. INFORMATION TO BE SUPPLIED

26. The ECT Act states that when we offer goods or services by way of electronic transactions, we must make the following information about us available to the customer on websites where the goods or services are offered:

26.1 Full Name: Ishishinilethu (Pty) Ltd

26.2 Main business: Fitment of personal assets with Microdot technology

26.3 Address for receipt of legal service: 67 Laing Street, George Industria, George, 6530

26.4 Office Bearers: The list of office bearers can be found at 67 Laing Street, George Industria, George, 6530

26.5 Website: www.Ishishinilethu.co.za

26.6 Official email address: info@ilethu.co.za