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### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

By accepting these Terms and Conditions of Use ("Terms and Conditions") and/or using this website ("the Website"), you agree to use it in strict accordance with, and to be bound by, all of the terms and conditions contained in these Terms and Conditions. Your participation in any suggested activity or project contained within the Website, or otherwise provided to you by the Website is entirely voluntary. If you do not wish to be bound by these Terms and Conditions, please rather do not use the Website.

### **2. MODIFICATION OF TERMS AND CONDITIONS**

Kwenta Media expressly reserves the right, in its sole and absolute discretion, to alter or amend the provisions contained in these Terms and Conditions without notice to you, and your continued use of the Website will be subject to the Terms and Conditions in force at the time of such use. You should therefore review the Terms and Conditions periodically.

### **3. CONTENT OF THE WEBSITE**

Nothing on the Website shall be construed as an offer by Kwenta Media or its affiliates.

Any information or service made available on or via the Website is not intended to constitute legal, financial, accounting, tax, investment, consulting or other professional advice or services. Kwenta Media reserves the right to implement improvement, changes and amendments to the information, services or activities made available via the Website at any time. Kwenta Media reserves the right to change and amend the prices and rates quoted on the Website without any notice to you.

### **4. OWNERSHIP & COPYRIGHT**

All content, trademarks and data on the Website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Kwenta Media and as such, are protected from infringement by domestic and international legislation and treaties. All rights not expressly granted are reserved. The copyright in all content, information, material and logos vesting in Kwenta Media shall continue to vest in Kwenta Media and no right, title or interest in any proprietary material or information contained in the Website is granted to you. Without derogating from the a foregoing, Kwenta Media hereby authorises you to view, copy, download to a local drive, print and distribute the content of the Website, or any part thereof, provided that:

- a) Such content is used for information purposes only;
- b) All moral rights of Kwenta Media and its employees or agents are reserved;
- c) Such content is used for non-commercial purposes. Without derogating from the a foregoing, you are expressly prohibited from incorporating any material from the Website in any other work, publication or website either of your own or belonging to any third party;
- d) Any reproduction of this the content of the Website, or portion thereof, must include this



copyright notice in its entirety;

e) Documents specified above include the design and layout of the Website. Elements of the Website are protected by law and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by Kwenta Media.

## **6. PRICES**

The price of each product offered via the Website is displayed with the product. In the event of a sale or special offer, the discounted price will be displayed with the product.

## **7. DELIVERY AND DELIVERY COSTS**

Kwenta Media will use its best endeavours to ensure that all locally sourced products offered via the Website will be delivered within 15 (fifteen) business days after acknowledgement of order and receipt of payment by Kwenta Media therefore in full. Where delays occur, Kwenta Media will use its best endeavours to inform you thereof. The costs of delivery are not included in the product price and vary according to the purchase, and are expressly stated with the offer.

Kwenta Media does not sell or deliver products to addresses outside the Republic of South Africa. Kwenta Media has the sole option to select the appropriate method of shipping and will be one of the following:

a) Post Office delivery: Products are sent via normal mail to the mail address provided by you. The onus is on you to collect such products from the post office; or

b. Courier delivery: Kwenta Media will inform you of the despatch and supply the track and trace number. The onus is on you to assure that there will be somebody available to accept delivery.

## **8. VALUE ADDED TAX ("VAT")**

VAT is charged on all goods bought by South African residents at the rate of 14%.

## **9. PAYMENT METHODS**

Credit card payments: at the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order. Payment is only collected when the order is completed and the products despatched for delivery. In order to protect its own and the interests of its customers, Kwenta Media scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Kwenta Media is not satisfied with its legitimacy. An agreement of sale between Kwenta Media and you only comes into effect if and when the credit card authorisation is received from the issuing bank. Kwenta Media reserves the right to refuse to accept and/or execute an order without giving any reasons therefore. Kwenta Media shall only be liable to refund monies already paid by you.

## **10. SPECIAL OFFERS**

Kwenta Media shall not be liable for the sale of items at lower prices if such prices were



increased and you could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.

#### **11. GUARANTEE**

In the event that Kwenta Media supplies the incorrect product or in the event that the product is in any way faulty or damaged, Kwenta Media will make a reasonable effort to exchange the product, but if replacement is not possible, Kwenta Media will refund the purchase price including delivery cost, to you, upon return by you of the incorrect, faulty or damages product. Apart from an incorrect or damaged product being delivered, products bought via the Website are bought on an "as is basis" and Kwenta Media provides no warranties/guarantees on the products.

#### **12. E-COMMERCE PRODUCT DISCLAIMER**

Your use of any products bought via the Website is at your risk. You indemnify and hold Kwenta Media harmless against any loss, injury or damages which may be sustained as a result of using the products sold to you on the Website.

#### **13. ELECTRONIC COMMUNICATIONS**

By using the Website or communicating with Kwenta Media by electronic means, you consent and acknowledge that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

#### **14. PRIVACY POLICY**

Kwenta Media is sensitive to the private nature of information you provide to it over the Internet.

**Information Collected.** When you use the Website, and at other times, you may be providing Kwenta Media with your personally identifiable information. The personally identifiable information you provide ranges from limited personal data such as name, company, job title, address and e-mail address to facts about your business and profession and product preferences. Kwenta Media does not knowingly collect personal information from children under the age of majority. In addition, Kwenta Media's web servers automatically collect Website usage information from you when you visit the Website. Website usage information informs Kwenta Media about how visitors and subscribers use and navigate the Website, including the number and frequency of users to each web page, their IP address, and the length of their stays.

**Use of Information Collected.** Kwenta Media may combine the personally identifiable information you provide to it on the Website with other information about you that is available to it, including Website usage information and information from other sources. Kwenta Media may use this information to enable us to, inter alia, process, validate and verify requests for products and services and for the purposes for which you specifically provided the information; to improve your experience on the Website; to improve and develop new products, features and



services; to alert you to new products and services and special offers; to provide marketing with aggregate information about the user base and usage patterns; to allow Kwenta Media to personalise the advertising users see based on their personal characteristics or preferences, and for other purposes.

Kwenta Media may share such information with third parties to help it to improve the content of the Website, provide you with the products or services requested, and to help service providers to perform services on its behalf.

You may request that Kwenta Media cease sending you information or request that your personal information be removed from our database or mailing list at any time by e-mailing [webmaster@kwentamedia.com](mailto:webmaster@kwentamedia.com). You may also request access to any personal information concerning you that Kwenta Media holds and correct it, if necessary, on written request to Kwenta Media. The Promotion of Access to Information ("PATIA") Act and Electronic and Communications ("ECT") Act set out and regulate how such a request should be made and under what circumstances such access may be refused. You may update or correct your personal information by e-mailing [webmaster@kwentamedia.com](mailto:webmaster@kwentamedia.com).

You may also view your personal information that we hold and correct it if necessary on written request to Kwenta Media.

Kwenta Media may disclose any information which it collects about you as a result of your use or and access to the Website to law enforcement, other government officials, or other third parties, as Kwenta Media, in its sole discretion, believes necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose Kwenta Media to legal liability, or as may be necessary in connection with any merger, consolidation, or sale of substantially all of Kwenta Media's assets.

**Cookies:** Like most websites, Kwenta Media automatically collects information and data through the use of "cookies". "Cookies" are small text files a website can use to recognise repeat users, facilitate the user's ongoing access to and use of the website and allow a website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising.

**Searching Technology:** The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this Website is permitted.

**Spam:** Kwenta Media will not send or promote the sending of unsolicited commercial communications ("spam") and will take reasonable measures to ensure that its facilities and/or the information collected by Kwenta Media is not used by others for this purpose.

**Security:** The personally identifiable information we collect about you is stored in limited access servers. Kwenta Media maintains safeguards to protect the security, integrity, and privacy of these servers and of your personally identifiable information.



Kwenta Media 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.

If you have any questions or concerns arising from this policy or the way in which we are handling your personal information, please contact us via [webmaster@kwentamedia.com](mailto:webmaster@kwentamedia.com)

Tel: 011 467 5859; Fax: 011 467 2800.

#### **15. TRANSMISSION OF INFORMATION**

You acknowledge that information transmitted via the internet, including without limitation e-mail, is susceptible to monitoring and interception. You shall bear all risk of transmitting such information in this manner and under no circumstances will Kwenta Media be liable for any loss, harm, or damage suffered by you as a result thereof. Kwenta Media reserves the right to request independent verification of any information transmitted via e-mail, and you consent to such verification should Kwenta Media deem it necessary. Any information or material sent to Kwenta Media will be deemed not to be confidential, unless otherwise agreed in writing by you and Kwenta Media.

#### **16. LINKING AND FRAMING**

It is expressly prohibited for any person, business, entity or website to link to any page on the Website, including the home page, without the prior written approval of Kwenta Media. It is expressly prohibited for any person, business, entity, or website to frame any page on the Website, including the home page, in any way whatsoever, without the prior written approval of Kwenta Media. The Website provides links to the You only as a convenience and the inclusion of any link does not imply Kwenta Media's endorsement of such sites. Linked websites or pages are not subject to the control of Kwenta Media. Kwenta Media shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked website(s) or any links contained in a linked website.

#### **17. SECURITY**

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any page on the Website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to the Website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to the Website or attempts to gain unauthorised access to any page on the Website shall be held criminally liable, and in the event that Kwenta Media should suffer any damage or loss, civil damages will be claimed.

#### **18. DISCLAIMER**

The Website and the information contained therein are provided "as is" and Kwenta Media makes no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing, Kwenta Media does not warrant that the Website or information will be error-free or will meet any particular criteria of performance or quality. Kwenta Media expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement,



compatibility, security and accuracy. Whilst Kwenta Media has taken all reasonable measures to ensure the integrity of the Website and its contents, no warranty or guarantee, whether express or implied, is given that any files, downloads or applications available via this website are free from viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt, damage or affect the operation of your system.

#### **19. RISK & LIMITATION OF LIABILITY**

Your use of the Website, the information contained therein and the use of the products or services advertised thereon is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. Neither Kwenta Media, its affiliates, or their members, shareholders, agents, consultants or employees will be liable for any damages whatsoever, including, without limitation any direct, indirect, special, incidental, consequential or punitive damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, or inability to use, this Website or the information contained therein, nor the use by you of the products or services advertised.

Kwenta Media discussion forum: The Website supplies the means for individuals to communicate in open debate via its discussion forum, yet the views and opinions expressed in the discussion forum do not necessarily represent those of Kwenta Media. While Kwenta Media reserves the right to remove entire postings that are considered offensive or outdated, Kwenta Media does not screen, and will not alter, postings before they are published on the discussion forum, and thus neither Kwenta Media, its affiliates, or their members, shareholders, agents, consultants or employees will be liable for any damages whatsoever resulting from the content found in the discussion forum.

#### **20. SEVERABILITY**

These Terms and Conditions constitute the entire agreement between Kwenta Media and you, regarding the use of the Website. Any failure by Kwenta Media to exercise or enforce any right or provision of these Terms and Conditions shall in no way constitute a waiver of such right or provision. In the event that any of these Terms and Conditions are not fully enforceable, or invalid for any reason, such Terms and Conditions shall be severable from the remaining Terms and Conditions. The remaining Terms and Conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

#### **21. APPLICABLE LAW**

The Website is hosted, controlled and managed in the Republic of South Africa, and thus, South African law and jurisdiction govern the use or inability to use the Website, or any other matter related to the Website.

#### **22. CORPORATE STRUCTURE**

The Website is owned and managed by Kwenta Media information on which can be found at [www.kwentamedia.co.za](http://www.kwentamedia.co.za).



### **23. CONTACT INFORMATION**

If you have any questions, queries or wish to request permission to use any part of the Website, including, linking, framing, or searching, please contact us at:

Street Address: Kwenta Media, Block C, Fourways View Office Park, Cnr Sunset & Sunrise Boulevard, Fourways;

Postal Address: Kwenta Media, PO Box 4437, 2055 South Africa;

Telephone: +27 11 467 5859;

Facsimile: +27 11 467 2800;

Email: [webmaster@kwentamedia.com](mailto:webmaster@kwentamedia.com).

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