



TERMS AND CONDITIONS

GENERAL

This website situated at <http://www.say-something.co.za> ("Website") is operated by **Say-Something** CC ("**Say-Something**"). These terms and conditions ("T&C s") shall govern your use of and access to the Website, as well as the provision of any products or services ordered through **Say-Something**.

By visiting this Website, you agree to be bound by these T&C's and the terms and conditions of **Say-Something's** Privacy Policy, which are incorporated herein by reference. **Say-Something** reserves the right to revise these Terms from time to time by posting a revised version thereof on the Website. Your continued use of this Website after the posting of such revised version shall constitute your acceptance of the Terms, as revised.

OWNERSHIP & COPYRIGHT

The copyright in all templates, designs, graphics, information, material and logos on the Website vests in **Say-Something** and its members and shall continue to vest in **Say-Something** and its members and no right, title or interest in any proprietary material or information contained in this Website is granted to you hereunder.

MEMBER ACCOUNT

In order to create an account with **Say-Something**, you must be at least 18 years of age, and by creating an account and accepting these terms and conditions, you warrant and represent to **Say-Something** that you are not a minor and can form legally binding contracts under applicable law.

You may create a member account on the Website by registering your name, providing information about yourself and creating a username and password.

You hereby agree that all information requested and provided by you will be complete, current and accurate and that you will update such information whenever necessary. You are responsible for safeguarding the confidentiality of your username and password. You hereby agree not to disclose your username and/or password to any third party.

You hereby acknowledge and agree that you are solely responsible for any activities or actions taken or made under your account, irrespective of whether or not such activities or actions have been authorised by you, and you undertake to notify **Say-Something** immediately if you believe that your user name and/or password has become known to any other person or you become aware of any unauthorised use of your account. **Say-Something** shall not be liable for any loss or damages sustained by you or any third party as the result of any unauthorised use of your username, password and credit card or otherwise.

You agree and warrant that you will implement and comply with the above procedures.

We reserve the right to withdraw user names and passwords at any time without notice and in our sole discretion including but not limited to instances where we have reason to believe that such user name and password have been compromised and/or used by any person or organisation other than you.

MATERIALS SUBMITTED BY THE CUSTOMER

Any materials submitted by you, including, without limitation, photographs, images, text, graphics and other materials (collectively, "**User Materials**"), shall be subject to the following terms and conditions:

You will retain ownership of such User Materials, and you hereby grant to **Say-Something** and its employees, representatives and agents an irrevocable, worldwide, non-exclusive, transferable, royalty-free, right and license to use, reproduce, distribute, create derivative works of and publicly display such User Materials solely in connection with the provision or production of any product or service by **Say-Something**.

You represent and warrant that you own or otherwise possess all necessary rights with respect to the User Materials, and that the User Materials do not and will not infringe any copyright, design right, trademark, trade name or other intellectual property right of any third party, and that the User Materials are not unlawful, fraudulent, threatening, abusive, defamatory, obscene or otherwise objectionable.

None of the User Materials will be subject to any obligation of confidentiality or any restrictions on disclosure or otherwise on our part or on the part of our employees or representatives ("**Staff**"), and neither we nor our Staff will be liable for any use or disclosure of any such User Materials.

You agree that we may (but are not obliged to) refuse to use any User Materials (including, without limitation, suspended processing and shipping of any order relating to any User Materials) and/or disclose any User Materials and the circumstances surrounding the use thereof, to any third party in order to provide the applicable products or services, to protect ourselves or our affiliates,.

You acknowledge that **Say-Something** will not back-up any User Materials and will not be liable for the loss of any such User Materials;

You agree to indemnify and hold **Say-Something** and its Staff harmless from and against any and all claims, liabilities, causes of action, damages losses and expenses (including without limitation, legal fees) that arise directly or indirectly from:

- Your breach of these Terms, any other agreement or terms of use with **Say-Something**, including any representation or warranty contained herein or therein
- Your User Materials
- Your activities in connection with obtaining any products or services from **Say-Something**.

USE OF THE WEBSITE

Subject to compliance with these Terms, **Say-Something** hereby grants to you a non-exclusive, non-transferable, limited right and license to access and use the Website, including any images, designs, templates, text, graphics, sounds, data, links and other materials incorporated into the Website (excluding the User Materials), solely as may be made available by **Say-Something** and solely for your own personal use. Unless otherwise expressly contained in these Terms, you may not reproduce, distribute, modify, transmit or publicly display any portion of the Website or create derivative works of any portion thereof without the prior written consent of **Say-Something**. Whilst using the Website, you agree not to:

- impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information
- interfere with, restrict or inhibit any other user from using the Website, including, without limitation, by means of "hacking" or defacing any portion of the Website
- violate any applicable laws or regulations
- upload to, transmit through, or display on the Website (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or which otherwise infringes **Say-Something**'s or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party
- transmit any software or other materials that contain any viruses, worms, trojans, defects, or other destructive items;
- modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of the Website;
- remove any copyright, trademark, or other notices of proprietary rights contained in or displayed on any portion of the Website.

Should you fail to comply with any of the above provisions, such failure shall constitute a material breach of these Terms and, in addition to any other rights or remedies **Say-Something** may have, **Say-Something** shall be entitled to immediately terminate your access to and use of the Website.

TERMINATION

Either you or Say-Something may terminate your access to the Website and your account at any time, with or without prior written notice. Upon termination for any reason:

- your right to access and/or use of the Website will immediately cease;
- you will have no further access to any information, files or materials relating to your account, including, without limitation, any User Material.

Say-Something shall be entitled to delete all information, files and materials related to your account, including any User Material, and you acknowledge and agree that **Say-Something** shall have no liability whatsoever to you or any third party as a result of termination of your rights of access to your account and/or deletion of any information, files or materials related to your account. In addition, **Say-Something** shall have no obligation whatsoever to make any such information, files or materials available to you following termination of your rights of access to your account.

DISCLAIMER OF WARRANTIES

This Website and the information contained therein is provided "as is" and **Say-Something** makes no express or implied representations or warranties with regard thereto. Without limiting the generality of the foregoing:-

Say-Something does not warrant that the Website or information will be error-free or will meet any particular criteria of performance or quality. **Say-Something** expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy; whilst **Say-Something** has taken reasonable measures to ensure the integrity of this 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, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.

Without limiting the foregoing, **Say-Something** makes no warranties:

- regarding the security, accuracy, reliability, timeliness and performance of the Website
- regarding the goods, services, advice, information or links provided by any third parties.

No advice or information, whether oral or written, obtained by you from **Say-Something**, will create any warranty not expressly stated in these Terms.

RISK & LIMITATION OF LIABILITY

Your use of this Website and the information contained therein is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. Neither **Say-Something**, its affiliates, members, 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 this Website or the information contained therein. You acknowledge and agree that your sole remedy for dissatisfaction with the Website shall be to stop using the Website and/or terminate your account.

INDEMNITY

You hereby agree to defend, indemnify, and hold harmless **Say-Something**, its Staff and its members, affiliates, partners and distributors from and against any and all claims, liabilities, causes of action, damages, losses, and expenses, including, without limitation, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the Website, any actions or activities in connection with the Website, any actions or activities in connection with your account, your violation of these Terms, or the violation of any other terms and conditions of any other agreements or terms to which you are bound with **Say-Something**. You agree that **Say-Something** may at any time, and without notice, suspend or terminate your access to the Website if you fail to comply with the Terms or any applicable law.

TRANSMISSION OF INFORMATION

Your attention is drawn to the fact that information transmitted via the Internet, including, without limitation e-mail, is susceptible to monitoring and interception. You are therefore discouraged from transmitting to **Say-Something** any information which may be confidential, proprietary or sensitive. You shall bear all risk of transmitting such information in this manner and under no circumstances will **Say-Something** be liable for any loss, harm or damage suffered by you as a result thereof. **Say-Something** reserves the right to request independent verification of any information transmitted via e-mail and you consent to such verification should **Say-Something** deem it necessary.

Say-Something requests that no unsolicited confidential or proprietary information be sent to **Say-Something**. Any information or material sent to **Say-Something** will be deemed not to be confidential, unless otherwise agreed in writing by **Say-Something**.

LINKS TO THIRD PARTY SITES

Linked sites are not subject to the control of **Say-Something** and **Say-Something** is not responsible for the contents of any linked site or any link contained in a linked site. **Say-Something** provides links to you only as a convenience and the inclusion of any link does not imply endorsement by **Say-Something** of such site.

SEVERABILITY

If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

JURISDICTION AND APPLICABLE LAW

Any dispute or purported dispute arising out of these Terms shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law. The parties to any dispute arising out of this Website hereby consent and submit to the jurisdiction of the South Gauteng division of the High Court of the Republic of South Africa.

PRIVACY POLICY

We respect your privacy. This policy governs how we treat personal information collected and/or received from you. By accessing this website, you agree to be bound by the terms and conditions of our privacy policy as set out below.

PERSONAL INFORMATION COLLECTED

While utilising this website, personal information of yours may be either collected by us or provided by you, and you may also be required to provide **Say-Something** with personal information about others for the purpose of utilising certain services offered by us. **Say-Something** stores such "Personal Information" in order to provide services requested by you.

USE OF PERSONAL INFORMATION

Say-Something will use any "Personal Information" solely for the purposes of providing products specifically requested by you, in order to contact you and in order to improve our service offering to you. Anonymous information collected by us, such as information on web pages viewed by you, will be used to improve your website experience, to track user's movements, trend analysis and generally to gather demographic information. We will not use any of such information to identify you personally.

COOKIES

Say-Something, like many websites, uses 'cookies' to collect anonymous visitor information. Cookies are alphanumeric identifiers that are transferred to your computer's hard drive through your Web browser which enable us to recognise you for the duration of your visit to our website until you are ready to check out. The settings on your browser must, however, be set to accept cookies in order to allow you to fully utilise the benefits thereof.

ACCESS TO ACCOUNT INFORMATION

You have the right to access and edit your member account information at any time. You may also opt in or out of receiving communications on special offers and new products or, if you have already subscribed to receive such information, you can unsubscribe by following the instructions in the messages received by you.

ACCESS TO PERSONAL INFORMATION

You may request access to your Personal Information that we hold. The Promotion of Access to Information Act 2 of 2000 ("PAIA") specifies and regulates how such request should be made and under what circumstances we may refuse to grant you access.

THIRD PARTY SITES AND LIMITATION

Our website may contain links to other websites. Our privacy policy only applies to the **Say-Something** website, and we are not responsible for and give no warranties or make any representations in respect of the privacy policies or practices of any third party websites.

ALTERATION TO THE POLICY

We reserve the right to alter this policy at any time. You will be responsible for reviewing any such changes each time you access our website and your continued use of our website after changes have been posted online, constitutes your acceptance of this policy as modified by the posted changes.

APPLICABLE LAWS AND JURISDICTION

This policy shall be governed by and interpreted according to the laws of the Republic of South Africa.