

## **TERMS AND CONDITIONS**



### **Website Terms and Conditions of Use Relating to [www.exquisitecard.co.za](http://www.exquisitecard.co.za)**

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of Exquisite Card (Pty) Ltd ("the Provider") website located at the domain name [www.exquisitecard.co.za](http://www.exquisitecard.co.za) ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

### **Electronic Communications**

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges 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.

### **E-Commerce & Privacy**

The Website [www.exquisitecard.co.za](http://www.exquisitecard.co.za) sells a discount loyalty program relating to accommodation establishments and their products from time to time] online. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address.

### **Credit Card Acquiring – Payment Gateway**

Credit Card Transactions are acquired by MyGate Communications (Pty) Ltd, a registered systems operator and payment gateway in South Africa. Card Holders may go to [www.mygate.co.za](http://www.mygate.co.za) to view MyGate's security policy.

### **Refund and Return Policy**

The provision of goods and services is subject to availability. In cases of unavailability, the Provider may, on a case by case basis, refund the client in full within 30 days, but is, in general, under no obligation to do so. Cancellation of orders by the client will attract a 10% charge for administration costs.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the Managing Director, at [info@exquisitecard.co.za](mailto:info@exquisitecard.co.za).

### **Updating of these Terms and Conditions**

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Copyright and Intellectual Property Rights**

The Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Provider reserved the right to make any changes to the Website, the Content, or to

products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **Limitation of liability**

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither the Provider nor any holding company, affiliate or subsidiary of the Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if the Provider is expressly advised thereof.

### **Privacy: casual surfing**

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

### **Choice of Law**

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User 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. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Cape High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as

to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

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