

ALISOM COMMUNICATIONS (PTY) LTD

TERMS AND CONDITIONS

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- 2.1. You agree to use ALISOM Websites, in accordance with these terms and conditions, only for lawful purposes and in a way which does not infringe, restrict or inhibit anyone’s right to use and/or enjoyment of this site. Failure to comply with these terms may result in denied access to the ALISOM Websites indefinitely.
- 2.2. You agree not to use the ALISOM Websites in any way which might infringe the rights of any third party, or, give rise to a legal claim against ALISOM by any third party.
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- 2.5. You will not use ALISOM Websites to send by email, post or otherwise submit or transmit any material that is deemed unlawful, threatening, offensive, libellous, abusive, defamatory, invasive, vulgar, obscene or profane in anyway.
- 2.6. You will not reproduce, distribute, modify or re-post ALISOM content on another site, frame or mirror the ALISOM Websites, or link to this site without ALISOM’s prior written consent.

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- 3.1. We try to update ALISOM Websites regularly and as such may be required to suspend access, service or functionality from time to time, without notice. If required (in extenuating circumstances), for which ALISOM will not be held liable if, for any reason, the ALISOM Websites may be unavailable at any time or for any period of time.
- 3.2. As information or data transmitted to or from the ALISOM Websites passes over public telecommunications networks, we cannot guarantee that the operation of the site will be secure, confidential, uninterrupted or error-free. You agree not to do anything that may interfere with the

proper working of the site- including tampering with or hacking into the site, or servers within which the site is stored.

- 3.3. ALISOM may, at its sole discretion, immediately suspend or terminate your right to use of ALISOM Websites without any warning if we consider that you have contravened any of these terms and conditions. This is without prejudice to any other rights or remedies that ALISOM may have.

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- 4.3. ALISOM Websites may contain links to third party sites and resources. We have no control over the contents of these sites, resources or third parties, and accept no responsibility for them, or for any loss or damage that may arise from your use of them. We do not review, censor, approve, edit or endorse any information placed on third party sites or resources.
- 4.4. We have made every effort to reproduce ALISOM products, designs and colours on ALISOM Websites as accurately as possible. However, different devices may reproduce colours slightly different, as such exact colour matches cannot be guaranteed by ALISOM. Therefore, when purchasing products from ALISOM Websites, please be aware that colours could potentially differ as they may appear on the screen. If you are not satisfied with the item you have ordered, kindly refer to ALISOM’s **Payment Policy /Returns Policy**.
- 4.5. We make no absolute surety or representation that all information and materials on ALISOM Websites are appropriate for use in all jurisdictions available on the web, or that product or services offered on ALISOM Websites are available, or indeed appropriate, for sale or use in all jurisdictions or by potential clients. Those who access ALISOM Websites do so of their own initiative and are therefore responsible for compliance with the applicable local laws and regulations. By accessing ALISOM Websites, the entrant has agreed that they have reviewed ALISOM Websites in its entirety, including any and all legal or regulatory rubric.

5. YOUR PRIVACY

- 5.1. We collect and process your personal information in accordance with applicable data protection legislation, as amended from time to time.

- 5.2. By providing your details on ALISOM Websites, you consent to ALISOM maintaining, recording, holding and using the information you give ALISOM at the time of ordering to process your orders and answer your queries.
- 5.3. ALISOM considers your privacy as paramount and shall strive to not pass your details onto any third party without your express permission unless legally bound to do so. From time to time, ALISOM may send you pertinent information (including news, discounts, relevant and personalised offers on products and exclusive deals, etc.) unless you have told us not to do so. This request can be completed by emailing us at info@alisom.co.za formally requesting to be removed from this service.
- 5.4. Should you choose to not receive information (as outlined in Section 5.3) from ALISOM or third parties, ALISOM will adhere to your wishes and only contact you regarding service issues including, but not exclusively: order confirmation, password changes, significant changes to terms and conditions and informational, non-marketing emails.
- 5.5. If you have any questions regarding the ALISOM privacy policy, kindly view our **Privacy Policy** section on our website www.ALISOM.net.

6. REGISTRATION

6.1. Registration

- 6.1.1. Registration on ALISOM Websites may be required in order to purchase the service. Upon registration, you are encouraged to provide accurate and complete information and inform us of any changes to that information by updating your details in the **Profile** section.
- 6.1.2. Upon first registration, you will be asked to choose a user name and password (ID). None of our employees or agents will ever ask you for this information. Do not disclose this password to anyone under any circumstances whatsoever.
- 6.1.3. You are responsible for all use of your ID, and for preventing unauthorised use of your ID. If you believe there has been any breach of security, such as the disclosure, theft or unauthorised use of your ID or any payment information, you are strongly encouraged to notify us immediately at info@alisom.co.za.
- 6.1.4. Your registration does not in itself entitle you to purchase products from us, and we are not obliged to accept any or all orders that you place with ALISOM.

6.2. Risk/Title

- 6.2.1. The ALISOM services or products are at your risk from the time of delivery.
- 6.2.2. Activation of the subscription does not pass to you until we have received in full (cash or cleared funds) all sums due in respect of:
 - 6.2.2.1. the subscriptions; and
 - 6.2.2.2. all other sums which are or become due to the us from you on any account.

7. ALISOM LIABILITY

- 7.1. The material and information on ALISOM Websites (including but not limited to product information) is provided without any guarantees, conditions or warranties, including warranties of merchantability, non-infringement of intellectual property, fitness for purpose, or accuracy or completeness of any information. We are not responsible for any errors, omissions or consequences of use of such information. The ALISOM Websites serves purely as a mapping tool, as such information contained on ALISOM Websites does not constitute any form of advice or recommendation by our company and is not intended to be relied upon for decisions based on such information which may impact a company financially or otherwise.
- 7.2. To the extent permitted by law, we, our related companies and third parties connected to us exclude:
- 7.2.1. all conditions, warranties and other terms which otherwise be implied by statute, common law or the law of equity; and
- 7.2.2. any liability for any direct, indirect or consequential loss or damage incurred by you in connection with ALISOM Websites or in connection with the use, inability to use, or results of the use of ALISOM Websites, any sites linked to it and any content on it, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 7.3. Except as expressly set out in these terms, all representations, warranties, conditions and other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law. However, nothing in these terms is intended to exclude the ALISOM or your liability for death or personal injury arising from negligence.

8. INDEMNITY

You agree to defend, indemnify and hold ALISOM and any affiliated company or individual harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of these terms and conditions by you or your authorised users, or in connection with the use of the website or the Internet or the placement or transmission of any message or information on this website by you or your authorised users.

9. CHANGES

From time to time, we may update and change these terms and conditions without notice. You will always find the latest version of these terms and conditions on the ALISOM Websites. Continued use of ALISOM Websites will serve as a viable indication that you accept and agree to any and all amendments to the terms and conditions.

10. GENERAL

10.1. If any of these terms are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these terms will continue in full force and effect.

10.2. You agree that we may assign or novate these terms to anyone without notice to you.

10.3. Relevant South African law will apply to these terms and conditions and the relevant courts of South Africa shall have exclusive jurisdiction.