

## HELLO CONTRACT TERMS OF SERVICE

These Terms of Service ("Terms") are effective as of : 24 April 2020 "Effective Date"

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO ALL USERS UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

### 1. Introduction

1.1. The website [www.hellocontract.co.za](http://www.hellocontract.co.za) ("the Website") is operated and/or owned by Hello Contract (Pty) Ltd (bearing registration number: 2019/38832/07) (hereinafter referred to as "Hello Contract", "we", "our" or "us" [REDACTED])

1.2. These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy (collectively, the "Terms") apply to any User who uses any one or more of the Services, accesses, refers to, views and/or downloads any information or material made available on the Website for whatever purpose (hereinafter referred to as "User", "you" or "your").

1.4. To the extent permitted by applicable law, we may modify the Terms with prospective effect without prior notice to you, and any revisions to the Terms will take effect once a popup on the Website, advising of the update, has been agreed to by a User. Such modifications will require acceptance by you prior to your continued use of the Website, and shall thereby be construed as your consent to the amended or updated Terms. Your only remedy, should you not agree to these Terms, is to refuse acceptance of the amended or updated Terms, thereby preventing your use of this Website.

### 2. Terminology

2.1. "**Browser**" shall mean any person who visits any page of the Website, whether by landing at the home page or any other page through use of a hyperlink of

another website or by direct access to the Website and who has no intention of using, or does not use, the Services offered by us;

[REDACTED]

[REDACTED]

[REDACTED]

2.5. "**Party**" or "**Parties**" shall mean Hello Contract (Pty) Ltd and/or or the User as the context implies;

2.6. "**Personal Information**" shall mean the Personal Information as required from the User in order to register for the Services;

[REDACTED]

[REDACTED]

[REDACTED]

2.10. "**User**" shall mean the Browser who completes the Registration Process on the Website in order to make use of the Services.

2.11. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

### 3. Your agreement to these Terms

3.1. Subject to, and on the basis of a User's acceptance of the Terms, we grant to you a limited, revocable, non-transferable license to access and use the Website in accordance with the various policies and agreements which may govern such use and access.

### 4. Description of our Services

4.1. [REDACTED]

### 5. Registration Process

5.1. Only Users may order and purchase Goods through the Website.

[REDACTED]

5.3. The provisions pertaining to the processing of your Personal Information are set out more fully in our Privacy Policy.

[REDACTED]

**6. Purchase of Goods**

6.1. The Goods as selected by the User for purchase together with the individual price thereof shall be reflected in the User's Cart. The price of each of the Goods shall automatically be tallied in the Cart, as a total, which total shall be inclusive of VAT to the extent that we are registered for VAT.

[REDACTED]

**7. Payment**

7.1. Payment may be made in one of the following manners:

7.1.1. Credit Card - where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website.

[REDACTED]

7.1.4. Certain Cryptocurrencies.

7.2. Goods will only be released for delivery once payment has been received into our banking account, or in the case of COD, the relevant courier is in receipt of the funds.

**8. Delivery of Goods**

8.1. The Goods shall be delivered to the User through the services of a courier of our selection:

[Redacted]

[Redacted]

8.1.3. Any additional charges that may be levied in respect of the delivery of the Goods or forced return of the Goods such as, but not limited to, custom blockage in respect of a User outside of the Republic of South Africa, shall be for the User's account.

8.2. We shall endeavour to have the Goods delivered to you within two to three days of payment being received by us. However, we shall not be held liable for any late deliveries attended to.

[Redacted]

**9. Warranties by the User**

[Redacted]

[Redacted]

9.2.2. is not violating any applicable law regarding use of personal or identification information.

9.2.3. Further and insofar as the Registration Process is concerned, the User warrants that the login details shall:

- be used for personal use only; and
- not be disclosed by a User to any third party.

[Redacted]

**10. Warranties by Hello Contract**

[Redacted]

- 10.1.2. be accessible at all times;
- 10.1.3. be accurate, complete or current; or
- 10.1.4. be free from viruses.

[REDACTED]

[REDACTED]

10.4. Hello Contract does not warrant that the use of the Website will be uninterrupted or error free, nor does Hello Contract warrant that we will review information for accuracy.

10.5. Hello Contract shall not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Hello Contract. While a User may have statutory rights, the duration of any such statutory warranties, will be limited to the shortest period to the extent permitted by required law.

**11. Unauthorised use of the Website or email addresses as provided by us**

11.1. A User may not use the Website for any objectionable or unlawful purpose.

[REDACTED]

[REDACTED]

11.4. A User undertakes not to send to us spam mail, or make use of other unsolicited mass e-mailing techniques.

11.5. A User shall not introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment through email communication with us.

11.6. A User may not sell, redistribute or use information contained on the Website for a commercial purpose without our prior written consent.

[Redacted text block]

[Redacted text block]

**12. Links to other Websites**

[Redacted text block]

**13. Limitation of Liability and Indemnity**

13.1. The Website shall be used entirely at a User's own risk.

[Redacted text block]

[Redacted text block]

13.4. A User indemnifies us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that we may suffer or incur as a result of or in connection with a User's improper use of or conduct in connection with the Website, including any breach by a User of these terms or any applicable law or licensing requirements.

13.5. To the maximum extent permitted by law we exclude all implied representations and warranties which, but for these terms, might apply in relation to a User's use of the Website.

[Redacted text block]

[Redacted text block]

## 14. Copyright

14.1. Hello Contract and the contents of the Website are the property of Hello Contract, unless specified otherwise, and are protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website and/or the Services, is our property, unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.

[REDACTED]

[REDACTED]

14.4. The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the Website, so long as the link does not portray us, our affiliates, Goods or Services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use our logo or other proprietary graphic or trademark as part of the link without our permission or the permission of our affiliates or content suppliers.

14.5. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website, where not evidently that of third parties, are the exclusive property of Hello Contract.

## 15. Intellectual Property

15.1. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Website including any algorithm used by us.

[REDACTED]

## 16. Breach

16.1. If either Party commits a breach of the Terms and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel the Terms and claim damages or alternatively to claim specific performance

of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

**17. Arbitration**

17.1. Any dispute which arises between the Parties in respect of the Terms shall require the Parties to use their best endeavours to resolve the dispute informally within 7 (seven) days of the dispute having been raised in writing.

[REDACTED]

[REDACTED]

17.4. Either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17.5. The arbitration shall be held –

17.5.1. at/in Western Cape or other venue agreed by the parties in writing;

17.5.2. in English; and

17.5.3. immediately and with a view to its being completed within 21 (twenty one) days after it is demanded.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**18. Assignment and Novation:**

18.1. We may assign or novate any of our rights or obligations under these Terms without a User's consent. A User may not assign or novate any of his/her rights.

**19. Force Majeure:**



19.1. The failure of either Party to fulfil any of their obligations under these Terms shall not be considered to be a breach of, or default provided such inability arises from an event of Force Majeure, and that either of the Parties who may be affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet these Terms, and has informed the other as soon as possible about the occurrence of such an event.

[REDACTED]

## 20. General

20.1. To the extent permitted by law, these Terms shall be governed by and be construed in accordance with South African law, and any dispute arising out of these Terms shall be submitted to the competent South African courts having the requisite jurisdiction to hear the matter.

[REDACTED]

## 21. Severance

21.1. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and the remaining terms will continue to apply. Failure by us to enforce any of the provisions set out in these Terms and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

## 22. Domicilium Citandi Et Executandi and Contact Information

22.1. The User and Hello Contract choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

[REDACTED]

22.2. Both the User and Hello Contract may change its domicile to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (Seven) days after receipt of notice of change of domicile.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22.3.4. Notwithstanding the above, any notice actually received by the Party to whom notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.