

**TERMS AND CONDITIONS APPLICABLE TO THE SALE AND PURCHASE OF  
PRODUCTS AND/OR SERVICES**

All of the Customer's orders for and purchases of Products and/or Services from the Company and/or any contract resulting therefrom and/or relating thereto will be subject to these Terms and Conditions, as read with the applicable written quotation (if any) given by the Company to the Customer in respect of the Products and/or Services concerned, which Terms and Conditions, as read with the said quotation (if any), apply to the exclusion of all other terms and conditions, whether express, tacit and/or implied. The Customer, by ordering Products and/or Services from the Company, acknowledges that no terms and conditions which the Customer purports to attach to its ordering, delivery and/or purchase of Products and/or Services will be binding on the Company, and the Customer agrees that all such terms and conditions which the Customer purports to attach will be of no application and deemed to have been substituted by these Terms and Conditions, as read with the said quotation (if any). In the event of there being a conflict between the provisions of any such applicable written quotation and these Terms and Conditions, the provisions of these Terms and Conditions will prevail over the provisions of the written quotation.

**1. DEFINITIONS**

1.1. Unless the context indicates a contrary intention, the following words and expressions contained in these Terms and Conditions are to bear the meanings assigned to them hereunder and cognate expressions are to bear corresponding meanings:

1.1.1. **"Company"** means Mr Shelf CC (CK No. 2002/049006/23), a close corporation, duly incorporated in the Republic of South Africa;

1.1.2. **"Customer"** means the party who orders and purchases from the Company Products and/or Services;

1.1.3. **"Delivery"** means, in respect of Products, its plain English meaning and, in addition, includes:

1.1.3.1. the delivery of Products to the Customer (or to another party stipulated by the Customer for such Delivery) by or on behalf of the Company, as evidenced by the Company's delivery note in respect thereof; or

1.1.3.2. the Company making the Products available for collection by the Customer at, and the collection by or on behalf of the Customer from, either the physical address of the Company or any collection points specified by the Company,

with the date of Delivery being deemed for the purposes hereof to be the date that such Products are so delivered to the Customer or collected by it (as the case may be); **provided that in the case of Products being made available for collection by the Customer, in the event of such Products not being collected within a period of 7 days of the Company making same available for collection at its said physical address or any of its said collection points, then the date of Delivery will be deemed for the purposes hereof to be such 7<sup>th</sup> day after the Company has so made such Products available for collection;**

- 1.1.4. **"POPI Act"** means the Protection of Personal Information Act, No. 4 of 2013;
  - 1.1.5. **"Price"** means, subject to clause 5, the Company's applicable purchase price, together with value added tax thereon, for the Products and/or Services ordered by a Customer, as specified by the Company to the Customer in its written quotation of such purchase price and/or as otherwise specified in writing by the Company to the Customer
  - 1.1.6. **"Products"** means those goods listed, from time to time, by the Company on the Website and/or elsewhere as being available to be purchased by the Customer from the Company;
  - 1.1.7. **"Services"** means those services listed, from time to time, by the Company on the Website and/or elsewhere as being available to be purchased by the Customer from the Company;
  - 1.1.8. **"Site Problems"** means any problems that may be encountered at the address to where Delivery of the Products and/or rendering of the Services, as the case may be, is to be given effect to;
  - 1.1.9. **"Terms and Conditions"** means these terms and conditions, which are applicable to the ordering, sale and/or purchase of Products and/or Services by the Customer from the Company, as set out herein;
  - 1.1.10. **"Trademarks"** means all registered and unregistered trademarks, brand and/or product names and logos used and/or displayed on the Website and/or elsewhere by the Company; and
  - 1.1.11. **"Website"** means the Company's website having the worldwide web address of [www.mrshelf.co.za](http://www.mrshelf.co.za), and which website allows Customers to request quotations for, and/or to place orders online for the purchase of, Products and/or Services from the Company.
- 1.2. Unless the context indicates a contrary intention, in these Terms and Conditions:
    - 1.2.1. subject to clauses 1.2.2 and 1.2.5, defined terms appearing in title case and in bold are to be given their meaning as defined, while the same terms appearing in lower case and not in bold are to be interpreted in accordance with their plain English meaning;
    - 1.2.2. the words "include" and "including" mean "include without limitation" and "including without limitation", and the use of the words "include" and "including" followed by a specific example or examples are not to be construed as limiting the meaning of the general wording preceding it;
    - 1.2.3. each reference to the singular includes a reference to the plural and vice versa and each reference to any one gender includes a reference to the other genders;
    - 1.2.4. each reference to a natural person includes a reference to a juristic person (incorporated or unincorporated) and vice versa;
    - 1.2.5. reference to the word "clause" or "clauses" will mean a reference to a clause or clauses (as the case may be) of these Terms and Conditions;

- 1.2.6. the heading to these Terms and Conditions as well as the headings to clauses are for convenience only and will not be taken into account in the interpretation hereof;
- 1.2.7. any substantive provision conferring rights and/or imposing obligations on a party hereto and appearing in any of the definitions in clause 1.1 or elsewhere in these Terms and Conditions, are to be given effect to as if it were a substantive provision in the body of these Terms and Conditions; and
- 1.2.8. no provision in these Terms and Conditions are to be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have constructed, drafted or introduced such provision.

## **2. USER RESTRICTIONS**

- 2.1 A Customer may only use the Website to browse the content thereof and request quotations and/or place legitimate orders for Products and/or Services, and the Customer is not to use the Website for any other purposes, including to place any speculative, false and/or fraudulent request for a quotation and/or an order.
- 2.2 'Deep-linking', 'embedding' or using analogous technology by the Customer on the Website is strictly prohibited. The Customer is further not to "mirror" any material contained on the Website.
- 2.3 The copyright in the Website and all the material provided on the Website is held by the Company.
- 2.4 Subject to clause 2.5, the Website and the material provided on the Website may not be copied, reproduced, uploaded, distributed, republished, downloaded, displayed, posted and/or transmitted by the Customer in any form and/or by any means, including by electronic, mechanical, photocopying, recording and/or any other means.
- 2.5 Permission is granted to the Customer to display, copy, distribute and/or download the materials on the Website for personal, non-commercial use only; provided that the Customer does not modify the materials on the Website and provided further that the Customer retains all copyright and other proprietary notices contained in the materials on the Website in all such displays, copies, distributions and/or downloads. This permission terminates automatically if the Customer breaches any of these Terms and Conditions or upon the request of the Company. Upon such termination, the Customer is obliged immediately to destroy any downloaded, copied and/or printed materials.
- 2.6 Any unauthorised use of the Website by the Customer may violate applicable copyright, trademark and/or other intellectual property laws, regulations and statutes, and is strictly prohibited.

## **3. PAYMENT**

- 3.1 The Price for Products and/or Services will be payable by the Customer to the Company as envisaged in clause 3.2, in South African currency and free of any exchange, deduction and/or set-off. Payments effected by mail will be effected at the sole risk of the Customer.

- 3.2 In the event of the Company granting the Customer credit facilities (the granting of which will be in the sole discretion of the Company), the Price will be paid by the Customer strictly within the time limits specified by the Company for payment thereof, so as to be received by the Company within such period. Where no such credit facilities have been granted to the Customer, the Price is to be paid by electronic funds transfer or, at the sole discretion of the Company, by bank guaranteed cheque, prior to Delivery of the Products and/or Services concerned.
- 3.3 The Company will be entitled, at any time, to withdraw or change any credit facilities which may have been granted to the Customer, and/or to require the Customer to furnish guarantees, suretyships and/or any other forms of security that may, from time to time, be required by the Company as security for the Customer's current and/or future obligations owed and/or to be owed by it to the Company from whatsoever cause arising.
- 3.4 Should any amount owing by the Customer to the Company not be received by the Company on or before the due date for payment thereof, all amounts (arising from whatsoever cause) then payable by the Customer to the Company, regardless of whether or not they are yet due for payment, will immediately (and without notice to the Customer) become due, owing and payable by the Customer to the Company.
- 3.5 The Customer will not be entitled to withhold payment for any Products and/or Services ordered, or any portion thereof, for any reason whatsoever, including due to any dispute that may be pending between the Customer and the Company, nor will the Customer be entitled to make any deduction from the payment or set-off any alleged claim against any amount/s, or any portion thereof, due by the Customer to the Company.
- 3.6 Should the Customer fail to clearly indicate in writing to the Company which items appearing on the Company's invoices or statements it is paying, the Company will have the right to apply such payment to those items in respect of which payment has been overdue for the longest time.

#### 4. **ORDERS**

- 4.1. All orders placed by the Customer with the Company for Products and/or Services are subject in all respects to approval and acceptance thereof by the Company, in its sole and absolute discretion in this regard, and the Company will not be bound to accept any order placed by the Customer nor be liable to the Customer for any claim of any nature whatsoever which may arise by virtue of its failure, neglect and/or refusal to accept an order. An order placed by the Customer with the Company will become binding on, and irrevocable by, the Customer upon the Company accepting that order, which acceptance need not be conveyed by the Company to the Customer, and with the Customer waiving any necessity for the Company to so notify it of such acceptance. Once an order has become binding and irrevocable, as aforesaid, cancellation of that order by the Customer can only be effected with the written consent of the Company.
- 4.2. The Customer accepts responsibility for, and all risk in respect of, the issuing and safekeeping of orders purported to be placed on its behalf on the Company and agrees to pay for the Products and/or Services that are the subject of orders that purport to be issued on its behalf and are given effect to in good faith by the Company, regardless of whether or not the person or persons responsible for placing such orders on behalf of the Customer had authority to do so.

- 4.3. The Customer acknowledges that any Products and/or Services displayed by the Company on the Website and/or in any other manner or place, including in any written quotation rendered by the Company to the Customer, are not necessarily a guarantee of the availability of those Products and/or Services.

## 5. **PRICE**

- 5.1. **Subject to the provisions of clauses 5.2 and 5.3, any Price quoted in writing by the Company to the Customer for Products and/or Services will be subject to adjustment by the Company in the event of the Company's selling price of such Products and/or Services changing between the date of its written quotation and the date that the Products and/or the Services concerned are ordered by the Customer from the Company, and, in such event, the Company will notify the Customer of such adjustment to the Price and the Customer will be bound by such adjusted Price.**
- 5.2. **Notwithstanding the provisions of clause 5.1, the Company will not be entitled to adjust the Price in the event of the Customer ordering the Products and/or Services concerned within a period of 30 days from the date of the Company's written quotation to the Customer of the Price.**
- 5.3. **Only written quotations of the Company that are signed either by a member or manager of the Company, will be binding on the Company. For the purposes of this clause only, if the quotation in question comprises an email from the Company to the Customer, then the electronic signature of a member or manager of the Company contained in such email will constitute the signature of such quotation by the member or manager concerned.**

## 6. **DELIVERY OF PRODUCTS**

- 6.1. The Company will not be responsible for late, defective and/or non-Delivery of Products and/or the late and/or non-rendering of Services due to causes beyond the Company's control (including due to riots, war, civil arrests, adverse weather conditions, road congestion, labour related actions, shortage of stock, power outages, delays on the part of sub-contracted delivery services and/or Site Problems), nor will the Company accept liability for damages and/or for any loss of whatsoever nature that the Customer may suffer arising directly and/or indirectly therefrom. Furthermore, the Customer will not be entitled to cancel and/or repudiate any order/s and/or purchase/s and/or refuse Delivery and/or claim damages and/or set-off any payment owing to the Company due to late, defective and/or non-Delivery of Products and/or late and/or non-rendering of Services. The Company's sole responsibility in this regard will be to notify the Customer of any event/s giving rise to the delay in Delivery of Products and/or rendering of Services in circumstances where such delay is expected to extend beyond five days after the date of the planned or agreed Delivery date and/or date for rendering of the Services.
- 6.2. The Customer accepts full responsibility and liability for whatever means and/or methods it chooses to adopt for the receiving, handling, placing, storage and/or consolidation of Delivered Products and/or rendered Services, as the case may be. Furthermore, the Customer accepts full responsibility and liability for any fault and/or failure of the Products and/or Services resulting, directly or indirectly, from such receiving, handling, placing, storage and/or consolidation thereof.

- 6.3. The Company will be entitled, in its sole discretion, to split the Delivery of Products and/or the rendering of any Services ordered in quantities and/or on dates that it reasonably determines, with the Company being entitled separately to invoice the Customer for each Delivery of Products actually made and/or for each Services actually rendered.
- 6.4. Signature by or on behalf of the Customer by any party on the Company's or its agent's delivery note in respect of the Products and/or Services concerned will constitute *prima facie* proof (i.e., sufficient proof until proven otherwise) that the type and quantity of Products and/or Services recorded thereon were Delivered and/or rendered (as the case may be) and were received and accepted by the Customer, regardless of whether or not the person signing such delivery note had the authority to do so, with the Customer accepting full risk, responsibility and liability in this regard. Subject to the provisions of clause 7, in the event of a dispute arising regarding whether the Products were Delivered and/or the Services rendered, including the quantity and/or quality thereof, the onus of proving that the Products and/or Services were not Delivered and/or rendered and/or that the quantity and/or quality thereof was not in accordance with the Customer's order, will vest with the Customer. It will be the Customer's sole responsibility to ensure that its employees or agents (as the case may be) sign the Company's delivery note when receiving Delivery of Products and/or Services, and in the event of this not been attended to by its employees or agents, either at all or in part, this alone will not entitle the Customer to deny that Delivery of the Products concerned and/or rendering of the Services concerned was made and will also not entitle the Customer to deny liability for the applicable Price in respect thereof.
- 6.5. If the Company has reason to be concerned about the creditworthiness of the Customer and/or its ability to pay the Price, the Company will be entitled to suspend and/or withhold Delivery of Products and/or rendering of Services.

## 7. **SHORT AND/OR INCORRECT DELIVERY OF PRODUCTS**

- 7.1. It is the duty of the Customer to inspect the Products prior to accepting Delivery thereof, with the Customer not to accept Delivery of any Products that it did not order or that are defective, and immediately to notify the Company of any Products short and/or incorrectly Delivered and/or that are defective. Once the Customer has accepted Delivery of the Products concerned and signed the Company's delivery note in respect thereof, the Company will not be liable for any claim, in respect thereof, for short and/or incorrect Delivery of Products and/or for defective Products.
- 7.2. **Subject to the provisions of clauses 7.1 and 7.3 to 7.5, the Company's only liability for short and/or incorrect Delivery of Products and/or for defective Products will be as follows:**
- 7.2.1. **in the case of short and/or incorrect Delivery, the Company will, at its option, either replace the Products concerned or appropriately reduce or pass a credit in respect of the Price concerned (in line with that aspect of the Products short and/or incorrectly Delivered); and**
- 7.2.2. **in the case of Delivery of defective Products, and subject to the provisions of clauses 7.3 to 7.5, the Company's liability will be limited strictly in accordance with its then current product warranty policy pertaining to the Products concerned.**

- 7.3 **In the event of the Customer not complying with clause 7.1, then the provisions of clauses 7.2.1 and 7.2.2 will not be applicable and the Company will have no liability whatsoever to the Customer for short and/or incorrect Delivery of Products and/or for defective Products.**
- 7.4 **Subject to the provisions of clause 7.5, the Company will not under any circumstances be liable for any loss and/or damages, including any special, general, direct, indirect and/or consequential damages, arising directly and/or indirectly out of the sale of Products and/or the rendering of Services by it to the Customer, and/or from any other cause whatsoever, with the Customer hereby waiving any such claim it would otherwise have had against the Company in respect thereof and further indemnifying the Company and holding it harmless against claims of whatsoever nature that may be made against the Company arising directly and/or indirectly from the Products and/or Services, including from the use by any person of any of the Products and/or from reliance by any person on any of the Services rendered.**
- 7.5 **The Company does not seek, in the above provisions of clauses 7.2 to 7.4, to exclude or restrict its liability for damages in respect of which, by law, it is not permitted to exclude or restrict its liability; provided that the Company's liability for any loss and/or damages will in no case exceed the Price of the specific Products and/or Services that, directly or indirectly, gave rise to the claim and/or are, directly or indirectly, related to the claim.**

## **8 OWNERSHIP AND RISK**

- 8.1 Notwithstanding Delivery of any Products purchased by the Customer from the Company, ownership of the Products concerned will not pass to the Customer and will remain vested in the Company until the Company has received payment in full of the Price for such Products. In the event of payment not being timeously made, the Company reserves the right to recover possession of the Products concerned, without notice and without the necessity to first cancel the contract of sale in respect of such Products.
- 8.2 All risk in and to Products purchased by the Customer from the Company will pass to the Customer on Delivery.

## **9 CERTIFICATE**

A certificate signed by any member or manager of the Company (whose authority, appointment and designation it will not be necessary to prove) as to the existence and amount of any indebtedness of the Customer to the Company at any time, will be *prima facie* proof (i.e., sufficient proof until proven otherwise) of the amount of such indebtedness to the Company and the fact that such amount is due, owing and payable by the Customer to the Company.

## **10 JURISDICTION**

The Customer hereby consents, in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the Customer, notwithstanding that any action or

proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the Company will always have the right (at its election) to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of the Company exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the Customer agrees that this will have no adverse effect on the Company's right to claim costs on the High Court scale as between attorney and own client, as envisaged in clause 14.

## 11 VARIATION

- 11.1 These Terms and Conditions represent the entire agreement between the Customer and the Company in respect of the subject matter herein contained and no alteration, variation and/or cancellation of, and/or addition to, these Terms and Conditions will be of any force or effect, unless reduced to writing and signed by the Company.
- 11.2 No indulgence, extension of time, relaxation and/or latitude of whatsoever nature which the Company may show, grant and/or allow to the Customer will constitute a waiver by the Company of any of its rights and/or remedies or act as an estoppel against the Company in respect of any of its rights and/or remedies.

## 12 FINANCIAL CENTRE INTELLIGENCE ACT

The Customer acknowledges that Section 29(1) of the Financial Centre Intelligence Act, No 38 of 2001, requires that businesses report to the statutory Centre any suspicious or unusual transaction or series of transactions and in particular where the Company has received, or is about to receive, the proceeds of suspected unlawful activities in payment of the Customer's indebtedness to the Company.

## 13 THE POPI ACT

- 13.1 The Customer is hereby notified that its personal information and, if applicable, that of its representative, provided to the Company via the Website or otherwise, will be collected and processed by the Company, as envisaged in the POPI Act, primarily for the purposes of enabling the Company to render quotations to, and conclude agreements with, the Customer in respect of Products and/or Services.
- 13.2 The Company is the responsible party in respect of such personal information, as envisaged in the POPI Act, and its address and contact details can be found by clicking on the "**Contact Us**" icon found on the Homepage of the Website.
- 13.3 The Customer and, if applicable, its representative acknowledge/s that:
- 13.3.1 the furnishing by it or them (as the case may be) of such personal information is voluntary and not mandatory; and
- 13.3.2 the consequence of failure to provide such personal information will include the inability of the Company to render quotations to, and conclude agreements with, the Customer in respect of Products and/or Services.
- 13.4 The Customer and, if applicable, its representative, acknowledge/s and confirm/s that the Company may process its or their (as the case may be) information, including information regarding identity and/or registration numbers, e-mail



addresses, physical and/or postal addresses, telephone numbers, online identifier and/or password, and full names.

- 13.5 The processing of information by the Company includes the collection, storage, updating, use, making available or destruction thereof, so as (amongst others) to enable the Company to:
  - 13.5.1 render quotations to, and conclude agreements with, the Customer in respect of Products and/or Services;
  - 13.5.2 enforce and/or collect on any agreement, when the Customer is in default or breach of the agreement's terms and conditions, and to trace the whereabouts of the Customer for purposes of such enforcement and/or collection;
  - 13.5.3 perform historical, statistical and research functions;
  - 13.5.4 do affordability assessments, credit assessments and credit scoring in respect of the Customer; and
  - 13.5.5 deliver documents or notices to the Customer.
- 13.6 The Customer and, if applicable, its representative, acknowledge/s and confirm/s that the Company may share its or their (as the case may be) personal information with the following persons (amongst others) whom have an obligation to keep the personal information secure and confidential:
  - 13.6.1 attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements;
  - 13.6.2 law enforcement and fraud prevention agencies;
  - 13.6.3 regulatory authorities, governmental departments, local and international tax authorities and other persons that the Company under law has to share the personal information with;
  - 13.6.4 persons to whom the Company cedes its rights or delegates its obligations; and
  - 13.6.5 contractors of the Company who are required to be informed of the personal information in order to enable the Company to comply with any quotation and/or agreement with the Customer in respect of Products and/or Services.
- 13.7 The Customer, and, if applicable, its representative, acknowledge/s and confirm/s that the Company may process its or their (as the case may be) personal information using automated means (without human intervention in the decision making process) so as thereby to make a decision about the Customer and/or its request for a quotation in respect of, or an order for, Products and/or Services. The Customer may query the decision made.
- 13.8 The Customer and, if applicable, its representative acknowledge/s and confirm/s that it or they (as the case may be) may:
  - 13.8.1 access the information the Company has about it or them (as the case may be) and may request the Company to correct or delete the information if it is

inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept, and may file a complaint with the Information Regulator about an alleged contravention of the protection of its or their (as the case may be) information;

- 13.8.2 withdraw its or their (as the case may be) consent which allows the Company to process its or their (as the case may be) information, except if otherwise allowed, or required by law.

#### **14 COSTS**

In the event of the Company having to instruct its attorneys to enforce against the Customer any of its rights in terms of these Terms and Conditions and/or to recover any amount owing by the Customer to the Company in terms hereof, the Customer agrees that it will be liable for, and will effect immediate payment of, the Company's legal costs on the scale as between attorney and own client incurred in respect thereof, including, where applicable, collection commission and tracing agent charges, regardless of whether or not any action or proceedings have been instituted by the Company against the Customer.

#### **15 CESSION AND ASSIGNMENT**

The Customer will not be entitled to cede and/or assign any of its rights and/or obligations under these Terms and Conditions without the prior written consent thereto of the Company. The Company will be entitled to cede and/or assign its rights and/or obligations, and/or any portion thereof, under these Terms and Conditions without having to obtain the Customer's consent thereto and/or without having to give the Customer notice thereof.

#### **16 APPLICABLE LAW**

These Terms and Conditions will be governed by and interpreted in accordance with the laws of the Republic of South Africa in all respects.

#### **17 NON-LIABILITY**

- 17.1 Without derogating from the provisions of clauses 7.4 and 7.5 and save for the warranty or warranties specified in its applicable Product warranty policy, if any, the Company offers no other warranties whatsoever, whether express, tacit and/or implied, in respect of Products and/or Services and/or the suitability thereof for any particular purpose, even if such purpose is communicated to the Company.

- 17.2 Under no circumstances, including negligence, will the Company and/or its internet service providers be liable for any loss and/or damages (whether special, general, direct, indirect and/or consequential) arising directly or indirectly out of the use, or the inability to use, the Website, even if the Company has been advised of the possibility of such loss and/or damages. In addition and without derogating from the generality of the foregoing, if the Customer's use of the Website results in the need for servicing, repair and/or corrections of any software, computer and/or other goods of the Customer, the Company will not be liable for any costs, loss and/or damages occasioned thereby, with the Customer accepting liability for all costs, loss and/or damages associated therewith.

- 17.3 The Company will not be responsible or liable for any infections, contaminations, delay in operation or transmission, line failure, errors, omissions, interruptions and/or defects arising, directly or indirectly, out of the Customer's use of the Website.

## 18 **ADVICE REGARDING PRODUCTS AND/OR SERVICES**

Under no circumstances will the Company be liable to the Customer and/or any other party for damages of whatsoever nature (whether special, general, direct, indirect and/or consequential) sustained by the Customer and/or any third party arising directly and/or indirectly from any service, assistance and/or advice, including that on the application and/or use of any Products and/or Services, given by the Company to the Customer, with the Customer hereby indemnifying and holding the Company harmless against any claim in this regard.

## 19 **GENERAL**

- 19.1 If any of the provisions contained in these Terms and Conditions are invalid and/or unenforceable, or become so, such invalid and/or unenforceable provisions will be severable from the remainder of the provisions in these Terms and Conditions, which remaining provisions will nevertheless remain valid and binding. The Customer agrees that each of the provisions of these Terms and Conditions will be capable of being enforced, notwithstanding that any one or more of other provisions herein contained may not be so capable of being enforced for any reason whatsoever.
- 19.2 The Company reserves the right to change, modify, add to and/or remove and/or replace ("**Changes**") portions or the whole of these Terms and Conditions from time to time. Any Changes to these Terms and Conditions will become effective upon such Changes being posted to the Website. It is the Customer's obligation to periodically check these Terms and Conditions at the Website for any Changes. The Customer's continued use of the Website following the posting of any Changes will be considered notice of the Customer's acceptance to be bound by the new Terms and Conditions.
- 19.3 The Company has the right, but not the obligation, to monitor any activity and content associated with the Website. The Company may investigate any reported violation of these Terms and Conditions or complaints and take any action that it deems appropriate in respect thereof (which may include issuing warnings, suspending, terminating or attaching conditions to the Customer's access to the Website and/or removing any materials from the Website).
- 19.4 The Website may collect certain information about the Customer's visits thereto, such as the name of the internet service provider and the internet protocol address through which the Customer accessed the Website; the date and time the Customer accessed the Website; the pages that the Customer accessed while at the Website; and the internet address of the website from which the Customer linked directly to the Website.
- 19.5 The Customer acknowledges and agrees that the Company is not responsible for external websites and/or resources that it may have linked to the Website, and the Company does not endorse and is not responsible and/or liable, directly or indirectly, for the privacy practices and/or the content (including misrepresentative,

offensive, and/or defamatory content) of such websites, including any advertising, products and/or other materials and/or services on and/or available from such websites and/or resources, nor will the Company be liable for any damages, loss and/or offence caused or alleged to be caused by, or in connection with, the use of and/or reliance on any such content, goods and/or services available on such external websites and/or resources.

- 19.6 Save in the case of clause 5.3, email correspondence between the Company and the Customer is deemed, for the purposes of these Terms and Conditions, neither to be in writing nor signed by the Company and/or the Customer, notwithstanding that such email correspondence may contain therein any of the party's electronic signature.