

**MYTECHIE SOUTH AFRICA (PTY) LTD (“The Company”)  
OVERALL TERMS AND CONDITIONS (“Overall T&C”)**

**THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF 2021-01-15  
“EFFECTIVE DATE”**

**READ THE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THE  
WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT YOU  
HAVE BOTH READ AND ACCEPT THE TERMS AND CONDITION. YOU CANNOT  
USE THE WEBSITE IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS.**

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## **1. OVERALL INTRODUCTION**

The Company provides an “Agency Service” with its Principal (“Principal”) in terms of which the Company interacts with its Principal’s Customers (“Principals Customers”).

The Company’s website <http://www.mytechiesa.co.za> (“the Website”) and the mobile application (“the Application”) are made available, and owned by the Company (hereinafter referred to as "the Company", “Company Website” “Website”, "we", “our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and partners.

The Company's Website and Application are referred collectively as the Platform ("Platform").

The Company provides use of its Platform to its Principal's ("Principal") in terms of which the Company interacts with its Principal's Customers ("Principals Customers").

The Company provides use of its Platform to its Principal's Customers in terms of which the Principal's Customers interact with the Principals.

The Company raises charges for services rendered to its Principal. The Principal in these circumstances becomes both a Customer and Principal of the Company.

In view of the variety of users of the Company Platform, you are requested to read those aspects of this Overall T&C that apply to you.

In this Overall Terms and Conditions:

## **2. INTRODUCTION**

2.1 These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy apply to any Party who makes use of Services as made available on the Website or the Application, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website or the Application for whatever purpose, and which the Parties shall carry the definition as set out in clause 2.3.3 below as the case may be, and governs the Principal or the Principal Customer's relationship with the Company.

2.2 Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Party has read, understands, accepts, and agrees to be bound, and is bound, by these Overall Terms and Conditions, in such Party's individual capacity and/or for and on behalf of any entity for whom the Party utilises the Website or the Application. Further, the Party represents and warrants that it has the authority to do so and that in the case of a Party being a natural person, the Party is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

2.3 To the extent permitted by applicable law, we may modify the Overall Terms and Conditions and Privacy Policy with prospective effect without prior notice to the Parties, and any revisions to the Overall Terms and Conditions and/or the Privacy Policy will take effect when

posted on the Website or the Application, as indicated above, unless a later date is otherwise stated in the revised Overall Terms and Conditions. A Party's continued use of the Website or the Application and/or the Services will be construed as a Party's consent to the amended or updated Overall Terms and Conditions, and will be conditional upon the Overall Terms and Conditions and Privacy Policy in force at the time of use. A Party's only remedy, should such Party not agree to the Overall Terms and Conditions and/or the Privacy Policy, is to stop the use of the Website or the Application.

2.4 These Overall Terms and Conditions will apply fully and affect a Party's use of the Website or the Application. By using this Website or the Application, a Party agrees to accept the Overall Terms and Conditions as contained herein in full.

2.5 Should a Party not agree to the terms contained herein, a Party must immediately desist from using this Website and the Application.

### **3. INTERPRETATION**

In these Overall Terms and Conditions:

3.1 clause headings are for the convenience and are not to be used in its interpretation;

3.2 unless the context indicates a contrary intention, an expression which denotes:

3.2.1 any gender includes any other gender;

3.2.2 a natural person includes a juristic person and *vice versa*;

3.2.3 the singular includes the plural and *vice versa*;

3.3 the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:

3.3.1 "**Agency Fees**" means the fees the Company charges the Principal for providing the Principal with a Platform to trade with the Principal Customer.;

3.3.2 "**Agency Services**" means the services provided by the Company to the Principal to trade with the Principal Customers, through the use of the Platform.;

3.3.3 "**Application**" shall mean the mobile application;

3.3.4 “**Browser**” shall mean any person who visits any page of the Website or Application, 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 the Website or Application, or has not yet registered as a Party;

3.3.5 “**Collection of payment**” means the receipt by the Company of the payment by the Principal Customer for the Principal Customer Services provided to the Principal Customer;

3.3.6 “**Company**” means MyTechie South Africa (Pty) Ltd (Registration Number: 2019/017613/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at 29 Fairview, 43 Memorial Lane, Maroeladal, Randburg, Gauteng, South Africa;

3.3.7 “**Company Services**” means the Services provided by the Company on behalf of the Principal to the Principal Customers, through the use of the Platform.;

3.3.8 “**Customer**” means the circumstances when the Principal is charged for Agency Services performed by the Company;

3.3.9 “**General Website Terms and Conditions**” mean the Overall Terms and Conditions which are to be read as if specifically incorporated herein;

3.3.10 “**Log in Details**” shall mean the Party’s unique username and password used to access the Platform;

1.1.1. “**Losses**” means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines or penalties levied as a result of non-compliance with applicable law, damage, claims, loss of profit, or business, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) whether based in contract, delict or otherwise, including negligence, whether indirect, special, incidental or consequential damages;

3.3.11 “**Party**” or “**Parties**” means the Principal, the Principal Customer or the Company, or all, as the context implies;

3.3.12 “**Posted Content**” shall mean any audio, video text, images or other material a User may choose to display on the Platform, if applicable. By displaying a Posted Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.;

3.3.13 “**Platform**” shall mean the platform(s) as owned, hosted and managed by the Company on which the Principal Customer Services are offered and which shall include the Website together with the Application.

3.3.14 “**Principal**” or “**Principal’s**” means the person or entity providing the Principal Customer Services to a Principal Customer through the use of the Platform.

3.3.15 “**Principal Terms and Conditions**” means these terms and conditions.

3.3.16 “**Principal Customer**” means the Party who completes the registration process on the Website thus enabling such person or entity to make use of the Principal Customer Services as provided by the Principal through the Platform;

3.3.17 “**Principal Customer Services**” mean the services as provided by the Principal to the Principal Customer as set out below;

3.3.18 “**Principal Customer Terms and Conditions**” means these terms and conditions.

3.3.19 “**Privacy Policy**” means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found in this document.

3.3.20 “**Services**” shall mean Services offered for use on the platform(s) as owned, hosted and managed by the Company to the Principal or the Principal Customer and which shall include the Website together with the Application.

3.3.21 “**Third Party Websites**” refers to other third party websites, including (without limitation) social media platforms, payment gateways, appointment scheduling and/or live chat platforms (“Third Party Websites”).

3.3.22 “**Users**” means any browser (“the User(s)”) of the Platform (which constitutes a Website and an Application), which website address is <http://www.mytechiesa.co.za>. By using this Platform, a User agrees to accept the Overall Terms and Conditions contained herein in full.

3.3.23 “**User Content**” refers to the User's own Content and must not be invading any third-party's rights. The Company reserves the right to remove any of a User’s Content from this Platform at any time without notice;

3.3.24 “**Website**” means the Company’s website <http://www.mytechiesa.co.za>

3.4 If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Overall Terms and Conditions.

3.5 Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

3.6 By entering into this Overall Terms and Conditions, the Parties also agrees to be bound by the Overall Terms and Conditions together with the Privacy Policy.

3.7 To the extent that there exists any inconsistency between the terms of this Overall Terms and other Terms and Conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein clause headings are for the convenience and are not to be used in its interpretation;

## **4. AGREEMENT TO THESE TERMS AND CONDITIONS**

4.1 It is recorded that the Parties are desirous of using the Company Services as offered on the Platform.

4.2 By agreeing to these Overall Terms and Conditions, the Parties also agree to be bound by the General Website Terms and Conditions together with the Privacy Policy.

4.3 Subject to, and on the basis of a Browser's acceptance of these Overall Terms and Conditions, and thus becoming a Principal Customer, the Company grants the Principal Customer a limited, revocable, non-transferable license to access and use the Platform in accordance with the various policies and agreements which may govern such use and access.

## **5. USERS OF THE WEBSITE**

5.1 The Company's website <http://www.mytechiesa.co.za> ("the Website") and the mobile application ("the Application") are made available, and owned by the Company (hereinafter referred to as "the Company", "Company Website" "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub- contractors, service providers and partners.

5.2 These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy, apply to any Party who makes use of the Company Services as offered on the Website or the Application, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website or the Application for whatever purpose, and which Party shall carry the definition as set out above, as the case may be, and governs the Party's relationship with the Company.

5.3 Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Party has read, understands, accepts, and agrees to be bound, and is bound, by the Overall Terms and Conditions, in such Party's individual capacity and/or for and

on behalf of any entity for whom the Party utilises the Website or the Application. Further, the Party represents and warrants that it has the authority to do so and that in the case of a Party being a natural person, the Party is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

5.4 To the extent permitted by applicable law, we may modify the Overall Terms and Conditions and Privacy Policy with prospective effect without prior notice to the Party, and any revisions to the Overall Terms and Conditions and/or the Privacy Policy will take effect when posted on the Website or the Application, as indicated above, unless a later date is otherwise stated in the Overall Terms and Conditions. A Party's continued use of the Website or the Application and/or the Company Services will be construed as a Party's consent to the amended or updated Overall Terms and Conditions, and will be conditional upon the Overall Terms and Conditions and Privacy Policy in force at the time of use. A Party only remedy, should such Party not agree to the Overall Terms and Conditions and/or the Privacy Policy, is to stop the use of the Website and the Application.

5.5 These Overall Terms and Conditions will apply fully and affect a Party use of the Website and the Application. By using this Website or the Application, a Party agrees to accept the Overall Terms and Conditions as contained herein in full.

5.6 Should a Party not agree to the terms contained herein, a Party must immediately desist from using this Website and the Application.

#### 5.7 Property Rights

5.7.1 Other than the content a User owns, and may be required to upload during the use of this Platform, the Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Platform.

5.7.2 None of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, and further, should such consent be provided, we reserve the right to withdraw such consent at any stage, in our sole and absolute discretion.

5.7.3 A User is granted a limited license only for purposes of utilising this Platform.

5.7.4 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 Platform, including any algorithm used by us.

5.7.5 We own or are licensed to use all intellectual property on the Platform, with the exception of the User's Content, which shall remain that of the User uploading such content, but which a User licenses to us in accordance with the license above. A User may not use any of our intellectual property for any purpose other than as may be required to use the Platform for its intended purpose.

5.7.6 We do not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and we may, at our sole discretion, remove any infringing content if we are of the view that such content infringes on another's intellectual property rights or our own

## 5.8 Restrictions

5.8.1 A User may not:

5.8.1.1 publish or mirror any of this Platform's material in any media whatsoever;

5.8.1.2 use this Platform for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;

5.8.1.3 take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure, including spam or other unsolicited mass e-mailing techniques;

5.8.1.4 use the Platform in any manner would result in another User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;

5.8.1.5 mislead or deceive others through any act or omission or make a false representation about a User's identity, including the impersonation of a real or fictitious person or using an alternative identity or pseudonym;

5.8.1.6 conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;

5.8.1.7 copy, collect or save information about other Users;



5.8.1.8 introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment to the Platform or to other Users;

5.8.1.9 stalk or harass anyone;

5.8.1.10 attempt to disrupt or interfere with the services as delivered through the Platform;

5.8.1.11 use the details of other Users for anything other than the use expressly permitted by those Users;

5.8.1.12 download, access, use, harvest or download in bulk User details;

5.8.1.13 pass on a User's login details to anyone other than the authorised user of that account;

5.8.1.14 remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Platform;

5.8.1.15 use this Platform contrary to applicable laws and regulations, or in any way may cause harm to the Platform, or to any person or business entity;

5.8.1.16 use this Platform to engage in any advertising or marketing other than in a manner expressly permitted by the Platform;

5.8.1.17 crawl, spider or scrape the content of the Platform, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Platform; or

5.8.1.18 provide unauthorised interfaces to the Platform.

5.9 The User understands and agrees that it is solely responsible for compliance with any and all laws, rules, regulations and taxation obligations that may apply to its use of the Platform.

5.10 Certain areas of this Platform are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Platform, at any time, in its absolute discretion. Any User Login Details a User may have for this Platform are confidential and a User must maintain confidentiality as well.

5.11 Personal Information.

5.11.1 We undertake as far as is possible, to protect each User's personal information in accordance with the Privacy Policy.

5.12 No Warranties.

5.12.1 This Platform is provided "as is," with all faults, and the Company expresses no representations or warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or noninfringement.

5.12.2 Without limiting the generality of the foregoing, the Company makes no warranty that the Platform will meet a User's requirements, or that the Platform will be uninterrupted, timely, secure, error free or that defects in the Platform will be corrected.

5.12.3 The Company cannot guarantee or warrant that any file downloaded from this Platform or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

5.12.4 The Company cannot be held liable for any inaccurate information contained on the Platform, other than on the Company's own web pages

5.13 Warranties by the User

5.13.1 The User warrants and represents that the information provided to the Company is and shall remain accurate, true and correct and that the User will update the information held by us to reflect any changes as soon as possible.

5.13.2 Any User registering on the Platform on behalf of any entity warrants that such User will be taken to have represented to us that it has the authority to act on behalf of the entity, and that these Overall Terms and Conditions will be binding on the User.

5.13.3 The User further warrants that when registering on the Platform it:

5.13.3.1. is not impersonating any person or entity;

5.13.3.2 is not violating any applicable law regarding use of personal or identification information;

5.13.3.3 is authorised to create an account; and

5.13.3.4 will provide, on demand from us verification of such User's credentials in such form as required by us.

5.14 Users' relationship with the Company

5.14.1 The Company is not a party to the dealings between the Users, including the contracting of a User to perform services.

5.14.2 The Company merely facilitates the meeting of the Users in order that they may enter into a professional relationship between themselves.

5.14.3 In the event that one User chooses to engage with another in respect of the provision of Principal Customer Services this will be without any input from the Company, save that the introduction was facilitated through the Platform.

5.14.4 As the Company is not a party to any agreement entered into between Users we shall not be liable for any loss or damage that may result from any dealings between Users.

5.14.5 It is the Users' responsibility to negotiate the terms of the Principal Customer Services with each other.

5.14.6 The Company does not direct, have any control over, nor make any representations in relation to, guaranteeing the quality of the Principal Customer Services, nor the truth or accuracy of any User profile, the ability of Users to pay for the Principal Customer Services, or that a User can or will complete any transaction or a portion thereof.

#### 5.15 Limitation of Liability and indemnification the Company

5.15.1 The Platform shall be used entirely at a User's own risk.

5.15.2 The 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 the User's improper use of or conduct in connection with the Platform, including any breach by the User of these terms or any applicable law or licensing requirements.

5.15.3 As the Company only provides the Platform on which Users do business, to the fullest extent permitted by law, a User agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the the Platform, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of any User's misconduct, negligence and/or gross negligence.

5.15.4 Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 9.3 above, the Company's aggregate liability for Losses arising out of or in connection with Principal Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.

5.15.5 Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement

## 5.16 Non-Circumvention

5.16.1 The User acknowledges and agrees that the only compensation received by the Company is the percentage of its fee on a per invoice basis. The User further acknowledges that the Company only receives this payment when a Principal Customer makes payment of the invoice submitted by the Company.

5.16.2 Accordingly, and in consideration for the Company making the Platform available, Users which are introduced to each other on the Platform, may not circumvent the Platform by communicating with each other outside of the Platform (unless unavoidable), or making payment of any fees pertaining to Principal Customer Services outside of the Platform.

5.16.3 A User agrees to notify the Company immediately upon gaining knowledge, or a suspicion, that another User improperly contacts you or suggests soliciting payments other than on invoice as received from the Company. If a User is, or becomes aware of a breach or potential breach of this non-circumvention policy, please report the same to the Company by emailing [info@mytechiesa.co.za](mailto:info@mytechiesa.co.za). The contents of such communication shall be kept confidential

## 5.17 Force Majeure

5.17.1 Without limiting the foregoing, neither the User nor the Company shall be held liable for any failure to perform in terms of these Overall Terms and Conditions if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, server downtime, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone service or internet connectivity, server failure, or technological failure. Neither we nor the User are entitled to terminate these Terms and Conditions in such circumstances. Should either of us be affected by such an event we shall forthwith inform the other of the same, and shall use all reasonable endeavours to comply with the Terms and Conditions.

## 5.18 Severability

5.18.1 If any of these terms are deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from these Terms and Conditions and the remaining

terms will continue to apply. Failure by us to enforce any of the provisions set out in this Terms and Conditions 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 and Conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision

#### 5.19 Assignment

5.19.1 The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification. However, a User is not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms and Conditions

#### 5.20 Governing Jurisdiction

5.20.1 This Overall Terms and Conditions relationship between the User and the Company shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the User consents, at the Company's sole and exclusive discretion to the jurisdiction of the Magistrate's Court of South Africa.

## **6. PRIVACY POLICY WHILE USING THIS WEBSITE**

### 6.1 Privacy Policy

6.1.1 For the purposes of this section, Personal Information will be understood in accordance with the definition provided in the Protection of Personal Information Act 4 of 2013 ("the Act"). MyTechie South Africa also subscribes to the principles for electronically collecting personal information outlined in the Act, and the further legislation referred to therein. We endeavour to ensure the quality, accuracy and confidentiality of Personal Information in our possession.

6.1.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take all reasonable steps to prevent unauthorised access to, or disclosure of your Personal Information. However, it is impossible to guarantee that your Personal Information shall be 100% secure.

6.1.3 Users will be prompted to register an account with MyTechie South Africa. In so doing, Users may be asked to provide the following information (Personal Information):

- 6.1.3.1 First name.
- 6.1.3.2 Surname.
- 6.1.3.3 Email.
- 6.1.3.4 Physical address.
- 6.1.3.5 Phone number.
- 6.1.3.6 Language.
- 6.1.3.7 Bank account details.
- 6.1.3.8 Company/CC/business name.
- 6.1.3.9 Company/CC/business registration number.

6.1.4 We will attempt to limit the types of Personal Information we process to only that to which you consent to (for example, in the context of online registration, newsletters, message boards, surveys, polls, professional announcements, SMS, MMS and other mobile services), but, to the extent necessary, your agreement to these this Privacy Policy constitutes your consent as contemplated in section 69 of the Act.

6.1.5 All payment information will be captured through the Website. Further, MyTechie South Africa shall retain payment information on behalf of its Users.

6.1.6 We will not collect, use or disclose sensitive information (such as information about racial or ethnic origins or political or religious beliefs, where relevant) except with your specific consent or in the circumstances permitted by law.

6.1.7 By agreeing to the terms contained in this Privacy Policy, you consent to the use of your Personal Information in relation to:

6.1.7.1 The provision and performance of the services;

6.1.7.2 Informing you of changes made to our Website;

6.1.7.3 The provision of marketing related services to you by MyTechie South Africa;

6.1.7.4 Responding to any queries or requests you may have;

6.1.7.5 Developing a more direct and substantial relationship with Users for the purposes described in this clause;

6.1.7.6 Developing an online User profile;

6.1.7.7 Understanding general user trends and patterns so that we can develop and support existing and ongoing marketing strategies;

6.1.7.8 For security, administrative and legal purposes; and

6.1.7.9 The creation and development of market data profiles which may provide insight into market norms, practices and trends to help us improve our offering to you. Such information will be compiled and retained in aggregated form, but shall not be used in any way which may comprise the identity of a User.

6.1.8 Although absolute security cannot be guaranteed on the internet, MyTechie South Africa has in place up-to-date, reasonable technical and organisational security measures to protect your Personal Information against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we process online.

6.1.9 While we cannot ensure or warrant the security of any Personal Information you provide us, we will continue to maintain and improve these security measures over time in line with legal and technological developments.

6.1.10 We store your Personal Information directly, or alternatively, store your Personal Information on, and transfer your Personal Information to, a central database. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of Personal Information, we will take the necessary steps to ensure that your Personal Information is adequately protected in that jurisdiction.

6.1.11 Your information will not be stored for longer than is necessary for the purposes described in these Terms or as required by applicable legislation.

6.1.12 The Personal Information MyTechie South Africa collects from Users shall only be accessed by MyTechie South Africa employees, representatives and consultants on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons.

6.1.13 MyTechie South Africa shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that you publish or submit to MyTechie South Africa for publishing on the Website. You shall be solely responsible for the contents of all material published by yourself.

6.1.14 We constantly review our systems and data to ensure the best possible service to our Users. We do not accept any Users, or representatives of Users, under 18 years of age or who otherwise does not have the relevant capacity to be bound by this Privacy Policy.

6.1.15 You hereby consent to the sale, sharing, or rental of your Personal Information to third parties. We will not use your email address for unsolicited mail. Any emails sent by MyTechie South Africa will only be in connection with the provision of our services and/or the marketing thereof.

## 6.2 Log Files

6.2.1 When you visit MyTechie South Africa, even if you do not create an account, we may collect information, such as your IP address, the name of your ISP (Internet Service Provider), your browser, the website from which you visit us, the pages on our Website that you visit and in what sequence, the date and length of your visit, and other information concerning your computer's operating system, language settings, and broad demographic information. This information is aggregated and anonymous data and does not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Information that you supply to us. This information is not shared with third parties and is used only within MyTechie South Africa on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above, without your explicit permission.

## 6.3 Cookies

6.3.1 MyTechie South Africa uses cookies. A cookie is a small piece of information stored on your computer or smartphone by the web browser. The two types of cookies used on the Website are described below:

6.3.2 "Session cookies": These are used to maintain a so-called 'session state' and only lasts for the duration of your use of the Website. A session cookie expires when you close your browser, or if you have not visited the server for a certain period of time. Session cookies are required for the Platform to function optimally, but are not used in any way to identify you personally.

6.3.3 "Double Click Cookies" Third party vendors with whom we contract may use cookies to serve a User as based on a User's prior visits to the Website. Users may, however, opt out of receiving these ads by visiting [www.aboutads.info](http://www.aboutads.info).



6.3.4 "Permanent cookies": These cookies permanently store a unique code on your computer or smart device hard drive in order to identify you as an individual user. No Personal Information is stored in permanent cookies. You can view permanent cookies by looking in the cookies directory of your browser installation. These permanent cookies are not required for the MyTechie South Africa Website to work, but may enhance your browsing experience.

#### 6.4 Links from MyTechie South Africa

6.4.1 MyTechie South Africa, and the services available through the Website, may contain links to other third party websites, including (without limitation) social media platforms, payment gateways, appointment scheduling and/or live chat platforms ("Third Party Websites"). If you select a link to any Third Party Website, you may be subject to such Third Party Website's terms and conditions and/or other policies, which are not under the control, nor responsibility, of MyTechie South Africa.

6.4.2 Hyperlinks to Third Party Websites are provided "as is", and MyTechie South Africa does not necessarily agree with, edit or sponsor the content on Third Party Websites.

6.4.3 MyTechie South Africa does not monitor or review the content of any Third Party Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of other websites, either.

6.4.4 Users should evaluate the security and trustworthiness of any Third Party Website before disclosing any personal information to them. MyTechie South Africa does not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

#### 6.5 Application Of The Electronic Communications And Transactions Act 25 Of 2002 ("Ect Act")

6.5.1 Data Messages (as defined in the ECT Act) will be deemed to have been received by MyTechie South Africa if and when MyTechie South Africa responds to the Data Messages.

6.5.2 Data Messages sent by MyTechie South Africa to a User will be deemed to have been received by such User in terms of the provisions specified in section 23(b) of the ECT Act.

6.5.3 Users acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between Users and MyTechie South Africa.

6.5.4 Information to be provided in terms of section 43(1) of the ECT Act:

6.5.4.1 Users warrant that Data Messages sent to MyTechie South Africa from any electronic device, used by such User, from time to time or owned by such User, were sent and or authorised by such User, personally.

6.5.4.2 This Website is owned and operated by MyTechie South Africa (Pty) Ltd, (Registration Number: 2019/017613/07) a private company owned and operated in accordance with the laws of the Republic of South Africa.

6.5.5 Address for service of legal documents: 52 Urania Street, Observatory, Johannesburg, Gauteng, South Africa, 2198.

6.5.6 Contact Number: +27 788002686.

6.5.7 MyTechie South Africa - located at [www.mytechiesa.co.za](http://www.mytechiesa.co.za);

6.5.8 Email address: [andreleohoffmann@gmail.com](mailto:andreleohoffmann@gmail.com)

6.5.9 This Privacy Policy has been prepared by Legal Legends: <https://www.legallegends.co.za>

## **7. COMPANY SERVICES**

7.1 The Company shall provide the following Company Services to the Principal in order that the Principal may, in turn, offer Principal's Customer Services to a Principal's Customer through the Platform:

7.1.1 the creation of an online profile which will be visible to a Principal and the Principal's Customer;

7.1.2 the management and receipt of payments from a Principal Customer on the Principal's behalf; and

7.1.3 the ability of either the Principal or Principal Customer to engage directly with each other on the Platform.

7.2 The Company provides Agency Services to its Principals. Under the circumstances that a Principal is charged a fee by the Company for Agency Services, the Principal is referred to and is known as a Customer of the Company. This is distinct from the Principals Customer that is referred to as the Principal Customer.

## **8. REGISTRATION AS A PRINCIPAL**

8.1 A potential Principal is to complete the registration forms found on the Platform.

8.1.1 After the submission of the registration form a Company representative will make contact with the potential Principal and further registration steps shall be actioned.

8.1.2 A potential Principal shall only be permitted to create a profile and be recognised as a Principal once they have been validated in respect of their qualifications, experience, addresses and bona fides.

8.1.3 The registration form shall require the provision of certain personal information, as set out in the Privacy Policy.

### **8.2 PAYMENT**

8.2.1 Registration on the Platform is subject to: -

8.2.1.1 a once off fee of

8.2.1.1.1 five hundred Rand (R500) for individuals or

8.2.1.1.2 eight hundred Rand (R800) for legal entities / companies.

8.2.2 a monthly fee of one hundred Rand (R100) per mobile license or an annual licence fee of one thousand hundred Rand (R1000) per mobile licence payable in advance.

8.2.3 fees may be adjusted by the Company from time to time.

8.2.4 The Company shall manage, invoice and receive payments from a Principal Customer in respect of Principal Customer Services as generated through the Platform on the Principal's behalf.

8.2.4.1 The Company shall invoice the Principal Customer in one of two manners, depending on whether the Principal Customer is a private individual or a legal entity (such as a company, trust, close corporation or the like) as follows:

8.2.4.2 A private individual:

8.2.4.2.1 the Company shall, on behalf of the Principal, invoice the Principal Customer which invoice shall be paid to the Company prior to the Principal providing any Principal Customer Services to the Principal Customer;

8.2.4.2.2 once the Principal Customer has made payment of the full amount, such amount shall be held in escrow;

8.2.4.2.3 upon the Principal Customer Services having been completed, the Principal will fill in the completion form on the Platform which shall notify the Company that the Principal Customer Services have been rendered; and

8.2.4.2.4 The Company shall within twenty-one (**21**) days upon receipt of the completion form by the Principal, make payment to the Principal in respect of the Principal Customer Services directly into the Principal's bank account, less the Company's administration fee in respect of the Company Services as provided to the Principal.

8.2.4.3 Legal Entity:

8.2.4.3.1 the Principal shall notify the Company that the legal entity has engaged it in respect of Principal Customer Services to be rendered, together with the amount pertaining thereto;

8.2.4.3.2 upon the Principal Customer Services having been completed, the Principal will fill in the completion form on the Platform which shall notify the Company that the Principal Customer Services have been rendered;

8.2.4.3.3 the Company shall invoice the legal entity on behalf of the Principal in arrears during its next billing run, which billing run occurs twice a month; and

8.2.4.3.4 The Company shall within **21** days upon receipt of the payment by the Principal Customer, make payment to the Principal in respect of the Principal Customer Services directly into the Principal's bank account, less the Company's administration fee in respect of the Company Services as provided to the Principal.

### 8.3 COST AS SET BY THE PRINCIPAL

8.3.1 The Principal is at liberty to charge a Principal Customer any amount that it wishes, and the Company shall not be involved in any price negotiations or mediations between a Principal and a Principal Customer.

8.3.2 The price may be set (fixed) by the Principal Customer, however the Supplier is not obliged to accept the price.

8.3.3 The Company shall also not penalise one Principal on the Platform for charging less than another Principal for the same or a similar Principal Customer Service.

8.3.4 The Principal undertakes not to enter into negotiations with a Principal Customer regarding the provision of the Principal Customer Services outside of the Platform, thereby circumventing payment of its fee to the Company. In the event of a Principal wishing to liaise directly with a Principal Customer or Principal Customers then the Principal is referred to what is set out in the Overall Terms and Conditions as to the procedure in which this is to be implemented.

### 8.4 PERFORMANCE OF THE PRINCIPAL CUSTOMER SERVICES

8.4.1 The Principal and the Principal Customer shall liaise directly with each other through the Platform as to the exact specifications and standards of the Principal Customer Services, the date that such Principal Customer Service is to be performed, the timeline anticipated in respect thereof, the sites where the Principal Customer Services are to be undertaken as well as the amount to be charged by the Principal. The Company does not form party to any of these negotiations or discussions.

8.4.2 The Principal shall either be bound by the Principal Customer's terms and conditions, alternatively if the Principal Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the relationship between the Principal and the Principal Customer. To the extent that a conflict arises between these Terms and Conditions and a Principal's own terms, the provisions herein shall prevail to the extent of such inconsistency.

8.4.3 The onus shall be on the Principal to familiarise itself with such terms and conditions and act in accordance therewith.

8.4.4 The Principal is only bound contractually to fulfil the work orders that the Supplier has accepted from the Principal Customer on the Platform.

## 8.5 UNDERTAKINGS BY THE PRINCIPAL

8.5.1 The Principal warrants that it shall at all times ensure that:

8.5.1.1 the information as contained on the Platform insofar as it pertains to the Principal is current and correct;

8.5.1.2 a Principal shall not misrepresent itself or the qualifications that it holds in an attempt to provide Principal Customer Services that it is not able to perform; and

8.5.1.3 a Principal shall inform the Company of all Principal Customer Services it performs as garnered through the Platform.

8.5.2 Failure by a Principal to uphold these undertakings will be deemed to be a breach of these Terms and Conditions, and may, at the Company's discretion, result in the termination of the same.

## 8.6 PROTECTION OF DATA

8.6.1 The Company makes all reasonable efforts to ensure security on its systems. However, it cannot guarantee that Personal Information, alternatively any data uploaded onto the Platform may not be accessed, disclosed, altered or destroyed by breach of the Company's administrative, managerial and technical safeguards. Therefore, the Company urges the Party to take adequate precautions to protect its personal data and login details including never sharing its password with anyone.

## 8.7 COPYRIGHTS

8.7.1 The contents of the Platform, apart from the Posted Content, are the property of the Company. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Platform is that of the Company unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.

8.7.2 Except as stated in this Overall Terms and Conditions, none of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or

transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent be provided, the Company reserves its right to withdraw such consent at any stage, in its sole and absolute discretion.

8.7.3 The Principal is expressly prohibited to include any hyperlink to any other platform in any Posted Content uploaded to the Platform by the Principal.

8.7.4 The Principal, in providing a description of the Principal Customer Services, is prohibited from using keywords or repetitive words or words which have no bearing on the Principal Customer Services as provided by it on the Platform.

8.7.5 The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.

8.7.6 The Principal is in terms of these Terms and Conditions, granted a limited, revocable, and non-exclusive right to create a hyperlink to the Platform, on condition that the link does not portray the Company or its affiliates in a false, misleading, derogatory, or otherwise offensive manner. The Principal may not use the Company's logo or other proprietary graphic or trademark as part of the link without the express permission of the Company, its affiliates or content Principals.

8.7.7 All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Platform, where not evidently that of the Principal or a third party, are the exclusive property of the Company.

## 8.8 POSTED CONTENT

8.8.1 The Principal warrants that:

8.8.1.1 all rights in and to any information ("Posted Content") uploaded by it (including, without limitation, all rights to the reproduction and display of such Posted Content) are obtained by the Principal or, alternatively, all necessary rights in and to such Posted Content providing the rights in and to such Posted Content have been obtained;

8.8.1.2 all necessary license fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the Posted Content have been paid prior to it being uploaded to the Platform;

8.8.1.3 Posted Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;

8.8.1.4 the Posted Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than a Principal's own);

8.8.1.5 the Posted Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and

8.8.1.6 the Posted Content does not contain any information that may be considered confidential, proprietary, or personal insofar as it relates to a third party.

8.8.2 By submitting the Posted Content, the Principal grants the Company an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty free license (sub-licensable through multiple tiers) to publish feedback, comments and ratings in respect of the Principal Customer Services provided by it through the Platform and use such feedback in blogs, features, social media posts, highlights as well as for advertising and promotional purposes.

8.8.3 The Company shall not be held liable or responsible for any loss, theft, damage or misuse of the Principal's copyright material in respect of the Posted Content.

## 8.9 LIABILITIES AND INDEMNITIES

8.9.1 As the Company only provides the Platform on which Principle and Principal Customers do business, to the fullest extent permitted by law, the Principal agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Principal Customer Services or Company Services, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of the Principal Customer's misconduct, negligence and/or gross negligence.

8.9.2 Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 14.1 above, the Company's aggregate liability for Losses arising out of or in connection with Principal Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.

8.9.3 Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

## 8.10 NON-EXCLUSIVITY OF COMPANY SERVICES



8.10.1 It is recorded that the Company shall provide the Company Services to more than one Principal, and as such, no single Principal shall have any right or entitlement to any exclusivity to the Company Services or the services as provided by it.

## **9. REGISTRATION AS A PRINCIPAL'S CUSTOMER**

### **9.1 A PRINCIPAL CUSTOMER'S AGREEMENT TO THESE TERMS**

9.1.1 By agreeing to these Overall Terms and Conditions, the Principal Customer also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.

9.1.2 Subject to, and on the basis of a Browser's acceptance of these Overall Terms and Conditions, and thus becoming a Principal Customer, the Company grants the Principal Customer a limited, revocable, non-transferable license to access and use the Platform in accordance with the various policies and agreements which may govern such use and access.

### **9.2 REGISTRATION PROCESS FOR A PRINCIPAL CUSTOMER**

9.2.1 Only a Principal Customer may make use of the Principal Customer Services through the Platform.

9.2.2 In order to register as a Principal Customer, a Browser will follow the registration process as provided through the Platform, be prompted to provide Login Details as well as submit certain personal information which is set out in more detail in the Privacy Policy.

### **9.3 PRINCIPAL CUSTOMER SERVICES**

9.3.1 The Company shall provide to the Principal Customer the Platform through which the Principal Customer may make use of the various Principal Customer Services as offered by a Principal through the Platform.

9.3.2 The Principal Customer is able view the various Principal profiles on the Platform;

9.3.3 The Principal Customer is able to request Principal Customer Services as proffered by various Principal on the Platform to be rendered to it, or on its behalf.

9.3.4 The ability to liaise directly with the Principal as to the Principal's Customer exact needs and budget for the Principal Customer Services, and if necessary, negotiate a more favourable price than that initially put forward by a Principal.

#### 9.4 PRINCIPAL CUSTOMER PAYMENT

9.4.1 Registration on the Platform for a private individual is subject to: -

9.4.1.1 Acceptance of these Terms and Conditions

9.4.1.2 The Company shall manage, invoice and receive payments from a Principal Customer in respect of Principal Customer Services as generated through the Platform on the Principal's behalf.

9.4.1.3 The Company shall invoice the Principal Customer on behalf of the Principal as follows:

9.4.1.3.1 the Company shall, on behalf of the Principal, invoice the Principal Customer which invoice shall be paid to the Company prior to the Principal providing any Principal Customer Services to the Principal Customer;

9.4.1.3.2 once the Principal Customer has made payment of the full amount, such amount shall be held in escrow by the Company; and

9.4.1.3.3 upon the Principal Customer Services having been completed, the Principal will fill in the completion form on the Platform which shall notify the Company that the Principal Customer Services have been rendered;

9.4.1.3.4 The Company shall within 21 days upon receipt of the completion form by the Principal, release payment to the Principal.

9.4.2 Registration on the Platform for a legal entity (such as a company, trust, close corporation or the like) is subject to: -

9.4.2.1 a once off fee of eight hundred Rand (R800) and

9.4.2.2 an annual licence fee of one thousand hundred Rand (R1000) per licence payable in advance.

9.4.2.3 should any Platform customisation be required by the Principal Customer to accommodate their workflow this will be quoted for and invoiced to the Principal Customer separately as an additional once off fee by the Company.

9.4.2.4 fees may be adjusted by the Company from time to time.

9.4.2.5 The Company shall manage, invoice and receive payments from a Principal Customer in respect of Principal Customer Services as generated through the Platform on the Principal behalf.

9.4.2.6 The Company shall invoice the Principal Customer on behalf of the Principal as follows:

9.4.2.6.1 The Principal Customer shall engage the Principal of its choice through the Platform;

9.4.2.6.2 upon the Principal Customer Services having been completed, the Principal will fill in the completion form on the Platform which shall notify the Company that the Principal Customer Services have been rendered; and

9.4.2.6.3 the Company shall invoice the Principal Customer (where applicable) on behalf of the Principal in arrears during its next billing run, which billing run occurs twice a month. Payments are to be made by the Principal Customer within 7 (seven) days of receipt of such invoice.

## 9.5 COSTS AS SET BY THE PRINCIPAL

9.5.1 The Principal is at liberty to charge a Principal Customer any amount that it wishes, and the Company shall not be involved in any price negotiations or mediations between a Principal and a Principal Customer in this regard.

9.5.2 The price may be set (fixed) by the Principal Customer, however the Principal is not obliged to accept the price.

9.5.3 The Principal and the Principal Customer shall liaise directly with each other through the Platform as to the exact specifications of the Principal Customer Services, the date that such Principal Customer Service is to be performed, the timeline anticipated in respect thereof as well as the amount to be charged by the Principal.

## 9.6 PERFORMANCE OF THE PRINCIPAL CUSTOMER SERVICES

9.6.1 The Principal and the Principal Customer shall liaise directly with each other through the Platform as to the exact specifications and standards of the Principal Customer Services, the date that such Principal Customer Service is to be performed, the timeline anticipated in respect thereof, the sites where the Principal Customer Services are to be undertaken as well as the amount

to be charged by the Principal. The Company does not form party to any of these negotiations or discussions.

9.6.2 The Principal Customer has the choice when engaging on the Platform whether to utilise its own terms and conditions, alternatively if the Principal Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the relationship between the Principal and the Principal Customer. To the extent that a conflict arises between these Terms and Conditions and a Principal 's own terms, the provisions herein shall prevail to the extent of such inconsistency.

## 9.7 LIMITATION OF LIABILITY

9.7.1 As the Company only provides the Platform on which Principal and Principal Customers do business, to the fullest extent permitted by law, the Principal Customer agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Principal Customer Services, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of the Principal misconduct, negligence and/or gross negligence.

9.7.2 Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 10.1 above, the Company's aggregate liability for Losses arising out of or in connection with Principal Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.

9.7.3 Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

## 10. DURATION AND TERMINATION

10.1 This Overall Terms and Conditions shall commence on the Effective Date and endure indefinitely.

10.2 Notwithstanding the provisions contained in this Overall Terms and Conditions, either *Party* shall be entitled to terminate this Overall Terms and Conditions forthwith on written notice to the other Party, for any reason or no reason at all.

10.3 Further, the Party understands that the termination of these Overall Terms and Conditions by either it or the Company shall not force an early payment of fees, and the payment terms as set out in the clause below shall still apply with no refunds. Further, any Principal Customer Services agreed to prior to termination but which the Principal has not yet completed, shall be rendered to completion.

## **11. BREACH**

11.1 If any Party commits a breach of these Overall Terms and Conditions 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 these Overall Terms and Conditions 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.

## **12. SURVIVAL**

12.1 Clauses which out of necessity or by implication herein survive termination of these Overall Terms and Conditions, shall remain in full and effect despite the termination hereof.

12.2 Any notice given in terms of this Overall Terms and Conditions shall be in writing and shall –

12.2.1 If delivered via email, on the date of dispatch;

12.2.2 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

12.2.3 if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) Business Days after despatch.

12.3 Notwithstanding anything to the contrary contained in this Overall Terms and Conditions, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

## **13. VALIDITY**

13.1 In the event that any of the terms of the terms herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

## **14. WHOLE AGREEMENT**

14.1 This Overall Terms and Conditions, in conjunction with the Overall Terms and Conditions constitute the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

## **15. NOTICES AND DOMICILIUM**

15.1 The Parties 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:

### **15.1.1 The Company**

Fairview, Memorial Ln, Maroeladal

Fourways

Randburg

Gauteng 2191

Email: info@mytechiesa.co.za

### **15.1.2 Principal**

The address as provided by the Supplier on the Platform.

### **15.1.3 Principal Customer**

The address as provided by the Supplier on the Platform.

15.2 Any notice given in terms of this Overall Terms and Conditions shall be in writing and shall –

15.2.1 If delivered via email, on the date of dispatch;

15.2.2 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

15.2.3 if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) Business Days after despatch.

15.3 Notwithstanding anything to the contrary contained in these Overall Terms and Conditions, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.