

Terms and Conditions (“T&C”) applicable between the person who access, register or uses the website (“you”, “your” or “user”) and iAfrikart (Pty) Ltd (“we”, “us” and “our”)

The T&C’s set out herein are binding and enforceable against you and by using and/ or clicking to register on our website, as may be applicable, you acknowledge that you have read and agree to be bound by these T&C’s. These T&C’s govern the use, ordering, sale and delivery of any of our Goods. If any of the T&C’s are not understood or agreed to, please don’t proceed with the use or registration on our Website.

The Website is owned and operated by iAfrikart and can be accessed at <https://www.iafrikart.co.za/> (the “Website”). iAfrikart is an online distributor of various vendors’ Goods. iAfrikart is not the manufacturer of the Goods and acts merely as an agent of the vendor in distributing the Goods.

Register on our Website

Only registered users (over the age of 18 years of age and of and of full legal capacity) may place orders on our Website. If you register but is not legally permitted to register as a user, you warrant that you do so with the permission of your parent(s) or legal guardian and then such person shall be bound to the T&C’s and that they accept to be liable and responsible for you and all of our obligations set out in this T&C’s.

Follow the prompts on the Website to register by providing a unique username and password and required personal details.

You agree, undertake and warrant that

- it is your responsibility to keep the username and password confidential and that it shall be used for personal use only without disclosure to a third party;
- for security reasons you agree to insert the correct details, failing which access will be denied;
- once the correct username and password relating to your account have been entered on the Website, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order;
- you will notify iAfrikart immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm;
- you will not use this Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful;
- you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of our Website; and
- you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify our Website or the information contained herein, without the prior written consent from us.

Orders

- Orders for our Goods are placed by selecting the option and adding it to your cart list. The order may be accepted/ rejected by us and may be subject to change in the event of stock availability.
- Our Goods are not meant for re-sale.
- Orders will be confirmed by email once full payment is received.
- Our Goods are delivered based on your input and correctness of the information uploaded on our Website and we cannot take responsibility if you provide us with incorrect information.

Insurance, Risk and ownership

- Risk and ownership of the Goods is passed on to you upon delivery to you at the address indicated on the Website.
- We will arrange delivery to you promptly upon receipt of payment. If courier is selected, we rely upon a third party supplier to delivery in accordance with our agreement with them. Whilst we will take all reasonable measures on our side to ensure delivery is prompt and in accordance with your and our expectations, we will not be held responsible for any later delivery that is out of our control. We shall communicate with you to manage expectations.
- Where Goods are of a high value or delivered outside of the Republic of South Africa, insurance cover is recommended to cover the risk against any damage, loss or destruction up to the delivery to you. We don't offer insurance, but can arrange with our courier to assume liability for any loss in respect of any Goods to be delivered to you, subject to an additional charge being levied in respect thereof and provided further that such request has been specified by you. The courier's standard terms and conditions will apply, a copy is available upon request, and the onus is on you to familiarise yourself with any exclusions that may apply.
- Please bring to our attention any damage, loss or destruction immediately upon receipt of the Goods and we will engage with the courier to investigate.

Protection of your Personal Information

We respect your privacy and will take reasonable measures to protect it when entering the information on our Website. Please notify us immediately should it come to your attention that there is unauthorised use of your personal information on our Website or of your credit card details. Please ensure to only access our secure site by confirming the updated certificate that appears before <https://www.iafrikart.co.za/>

When registering on our Website, we may require personal information of you. The information will solely be used for purposes of registering on our Website, the sale and delivery of our Goods. We undertake that, unless you have consented thereto we will not add you to marketing material of additional Goods or promotions or disclose your personal information to any third party other than:

- to our service providers (under contract with us) who help with parts of our business operations e.g. courier;

- to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of our Goods or when delivering the Goods, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
- to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these T&C's.

We may disclose your personal information in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. If we are notified of the fraudulent use of a credit card for online payment, iAfrikart are entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

All our service providers, employees are bound to confidentiality obligations before we make available to them your personal information.

We undertake that we will never sell your personal information to any third party.

We will take all reasonable technical measures to ensure that your personal information is kept secure and confidential and protected against unauthorised use, access or processing, accidental loss, disclosure or alternation. Upon your request we will return your personal information, alternatively confirm destruction thereof unless we are compelled to retain the information in terms of the applicable laws.

Whilst we will do all things reasonably necessary to protect your personal information and your right to privacy in terms of the applicable law, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our proven gross negligence.

Card payment option

You will be directed to a secure site for payment via credit/debit card. We make use of an accredited third party payment gateway supplier and undertake to put all measures in place from our side to ensure that all transactions are encrypted using appropriate encryption technology. In order to facilitate credit/debit card payment we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts.

We accept in good faith that you are the legitimate holder of the credit /debit card and you warrant that you are fully authorised to use the credit /debit card supplied for purposes of paying for an order. Furthermore, you warrant that your credit/debit card has sufficient available funds to cover the costs of the Goods ordered on the Website.

Consumer Laws

We are committed to comply with applicable consumer laws and draw your attention to obligations imposed on you (as the consumer) and us (as the supplier). Nothing contained herein is intended with the intention to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or us in terms hereof.

In terms of the Consumer Protection Act, 68 of 2008 we draw your attention to the following sections of our T&C's. Unless you have notified us that you are not in agreement therewith, by registering on our Website, you have accepted these onerous clauses.

Returns

Our Goods are all subject to the manufactures/vendors return policy. Please bring to our attention any defects immediately. We will engage with the manufacturer to review a Goods and ensure that defective goods are addressed in terms of applicable consumer laws.

Errors

In the unfortunate event of an error occurring on our Website in regards to Goods availability, description or price, we have the right to rectify it and we shall not be liable for any loss, claim or expense relating to a transaction processed based on any error, unless where the error relates to the purchase price for the Goods paid for by you, we undertake to refund you (on the same payment method on which we received the payment) for any amount already paid.

Legal Terms (we draw your attention to the terms in UPPERCASE as our liability may be limited or you may indemnify us)

- these T&C's may be changed by us without providing notice to you. Once an amended version has been uploaded onto our Website, that version shall apply and you will be deemed to have accepted the amended T&C's.
- should any terms in the T&C's not be acceptable to you, the obligation is on you to notify us of anything that may be unclear and not to proceed with registration. Upon successful registration, you will be deemed to have accepted these T&C's.
- We reserve our right to decline your registration and/ or to cancel your registration should you be abusive towards any employees of iAfrikart or we suspect that you are misrepresenting any information provided to us and/ or that you are making use of the Website for fraudulent or unlawful purposes.
- you consent that we may communicate with you via email in order to fulfil an Order and to arrange delivery;
- Ownership in the Goods will pass to you upon delivery to you.
- The contents of our Website (including but not limited to any pictures, data, logos, designs, names, trademarks, pay off lines (whether registered or not) and these T&C's are owned by iAfrikart and is protected

by the applicable laws as well as common law. You are not permitted to copy or reproduce any of the contents aforementioned.

- THE USE OF OUR WEBSITE IS AT YOUR OWN RISK AND YOU ACCEPT FULL RESPONSIBILITY FOR ANY RISK, DAMAGE, LOSS (WHOSOEVER ARISING) RESULTING FROM THE USE, REGISTRATION AND TRANSACTING ON OUR WEBSITE OR RELIANCE ON ANY INFORMATION SUPPLIED ON OUR WEBSITE. WHILST WILL TAKE ALL MEASURES TO ENSURE THAT THE CONTENT ON OUR WEBSITE IS ACCURATE AND ERROR FREE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE QUALITY, TIMELINESS, OPERATION, INTEGRITY, AVAILABILITY OR FUNCTIONALITY OF THE WEBSITE OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION ON THE WEBSITE;
- TO THE EXTENT PERMISSIBLE IN LAW, iAfrikart WILL NOT ACCEPT LIABILITY FOR ANY DAMAGE, LOSS OR EXPENSES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OUR WEBSITE AND/OR ANY CONTENT THEREIN. YOU ACCEPT THAT THERE IS NO WARRANTY OR REPRESENTATION THAT THE WEBSITE ARE FREE OF VIRUSES, SPYWARE, MALWARE, DESTRUCTIVE MATERIALS OR ANY OTHER DATA OR CODE WHICH IS ABLE TO CORRUPT, DESTROY, COMPROMISE, DISRUPT, DISABLE, HARM, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION, STABILITY, SECURITY FUNCTIONALITY OR CONTENT OF YOUR COMPUTER SYSTEM, COMPUTER NETWORK, HARDWARE OR SOFTWARE IN ANY WAY. YOU ACCEPT ALL RISK ASSOCIATED AND MENTIONED AFORESAID AND iAfrikart, ITS DIRECTORS, AGENTS AND EMPLOYEES DISCLAIMS ALL LIABILITY FOR ANY DAMAGE, LOSS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE WEBSITE.
- TO THE EXTENT PERMISSIBLE IN LAW, iAfrikart WILL NOT ACCEPT LIABILITY FROM YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR EXPENSES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OF ANY OF OUR GOODS. iAfrikart WILL NOT ACCEPT LIABILITY FOR ANY DAMAGE, LOSS OR EXPENSES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE, ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR THE DELIVERY THEREOF TO YOUR PREMISES.
- TO THE EXTENT PERMISSIBLE IN LAW, THE GOODS ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF THE FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, OR NON-INFRINGEMENT.
- YOU HERBY AGREE TO INDEMNIFY IAFRIKART, ITS DIRECTORS, EMPLOYEES AND AGENTS, AGAINST ALL AND ANY LOSS, CLAIM, EXPENSE (INCLUDING LEGAL COSTS) OR DAMAGES (IRRESPECTIVE OF THE NATURE THEREOF) WHICH MAY ARISE OR MAY BE SUFFERED BY YOU OR ANY THIRD PARTY FROM YOUR USE OF OUR WEBSITE, THE PURCHASE OF ANY OF OUR GOODS.
- These T&C’s and any Goods delivered in terms hereof are subject to the applicable laws of the Republic of South Africa and by registering to this Website you agree to be bound by the jurisdiction and governing law.
- In the event of any dispute arising between us, you hereby consent to the non-exclusive jurisdiction of the Gauteng North High Court of the Republic of South Africa.

- Your address selected on our Website will be deemed to be the delivery address for any legal notices (unless you notify us of any other) and we elect our registered business address as our address for the receipt of any legal notices.
- You are not permitted to cede, assign or otherwise transfer your rights and obligations in terms of these T&C's to any third party.
- Any failure on the part of iAfrikart to enforce any right in terms hereof shall not constitute a waiver of that right.
- If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- These T&C's contain the entire agreement between us and is binding. No amendment or alternation thereto shall have any force or effect unless a copy of these T&C's are printed and such amendment is signed by an authorised representative of iAfrikart.
- For purpose of complying with the Electronic Communications and Transactions Act, 25 of 2002:
 - a. Full name: iAfrikart (Pty) Ltd, a private company registered in the Republic of South Africa having registration number 2018/579115/07;
 - b. Main business: Online retailer;
 - c. Registered address of business: 17 Shelley Road, Salt River, Cape Town, 7925
 - d. C/O Thinkroom Consulting, Midlands Office Park West, 1 Mountain Quray Street, Olifantsfontein, 1691;
 - e. Directors: Yolande Barton;
 - f. Phone number: +27 82 455 8864;
 - g. Email address: info@iafrikart.co.za;