

## **Terms and Conditions of Use**

### **Introduction**

Garden Route Life is an online news and information website and online community, which provides discussion forums, classifieds, blogs and other User contributed content relating to the Garden Route.

These terms and conditions of use (the "Agreement") apply to all persons ("you") wishing to browse Garden Route Life website, post comments and/or advertisements via Garden Route Life website. Please read these terms and conditions carefully, especially those pertaining to exclusions of liability and privacy of personal information. These terms and conditions may be updated at any time and any changes from the date of posting to this Website.

These terms and conditions do not detract from your statutory rights as Consumer in terms of the Consumer Protection Act 68 of 2008.

You represent that you have the capacity to accept this Agreement, and if you are acting on behalf of an entity, that you have the authority to bind that entity. If you are under 21, you agree to only post a comment or advertisement or enter into any transaction with or via Garden Route Life with the consent and involvement of your parent or legal guardian.

Before you continue, you should print or save a local copy of this Agreement for your records.

### **Definitions and Interpretation**

#### **In this Agreement:**

"Garden Route Life" means Anna and Peter Zazias Trading as Garden Route Life

"User" means any person who visits or uses the Website and

"Website" means Garden Route Life website.

Any words expressing the singular shall be deemed to include the plural and vice versa and reference to any one gender shall include the other. Any reference to persons includes both legal and natural persons. This Agreement shall be interpreted and applied in accordance with the laws of Republic of South Africa and any rule of interpretation, whereby a contractual ambiguity, gap or inconsistency shall be interpreted against the party responsible for its drafting shall be excluded from this Agreement.

### **User Account Information**

Where you create a User account you must keep your User account information accurate and up-to-date at all times, including by providing and maintaining a valid email address.

You are responsible for keeping your own password secure. We recommend a password that is at least 8 characters long and that makes use of a combination of upper and lower case characters, special characters and numbers. You are fully responsible for all activity, liability and damage resulting from your failure to maintain the confidentiality of your password and for any unauthorised activity on your account. You agree to immediately notify Garden Route Life of any unauthorised use of your account or any breach of your account security. You also agree that Garden Route Life cannot and will not be liable for any loss or damage arising from your failure to keep your password secure or for unauthorised use of your account.

### **Privacy**

We are committed to maintaining the confidentiality, integrity and security of your personal information and use both technological and procedural safeguards to protect the security,

integrity and privacy of your information.

To further protect your privacy, we will only display your username and location on publicly accessible portions of Garden Route Life website.

We will not sell or disclose any of your personal information, including any information relating to your name, email address or other contact information that it may hold about you without your explicit consent except as provided for in this Agreement, or where reasonable necessary or required by law to be disclosed. We will always uphold and observe any data protection laws to which we are subject, and you hereby give permission for us to host your personal data on servers and in data centers located outside of South Africa.

When you register as a user on Garden Route Life, we will collect your name and email address and you consent to us processing this information for the purpose of monitoring content posting and any unlawful behaviour.

When you visit Garden Route Life, we may collect technical and other user data, including the types and versions of operating system and browsers used to access our website, Internet protocol addresses, the website pages visited and the time spent on the website. This data may be used, for example, to identify software compatibility issues, or it may be analysed to improve our website design. We may also gather data using cookie technology, for example, to help remember your personal settings and preferences. We or our authorised service providers, may use the technical and other user data we collect to analyse and improve our website design and to help us measure the performance of our online advertising campaigns.

After registering as a User, we may provide you with information about upcoming events, new products, promotions, special offers and other information which we think you may find interesting. Should you wish to opt out from receiving these communications, you will be informed of how to do so.

Where you participate in any promotional competitions that we may run from time to time, including in conjunction with third party advertisers and sponsors, the terms and conditions of those promotional competitions will advise you whether we may disclose any personal information you submit to those third party advertisers and sponsors. You will not be automatically entered into any such promotional competitions that entail the disclosure of personal information without your consent.

Whenever you use Garden Route Life, contact us electronically, or authorize a social media platform (like Facebook, Twitter, Instagram and others) to share your personal information with us, we will collect, record and process your personal information. Where information about you, that you have authorised a social media platform to share with us, is governed by the privacy policies of that platform, we shall only process and retain such information as we are permitted to in terms of those policies or in accordance with the express permission that you may give us.

These terms and conditions should be read in conjunction with any additional Privacy Policy that we may publish and update from time to time.

### **Legal Relationship and Exclusion of Liability**

You agree that Garden Route Life acts as a conduit or intermediary between User and Advertisers, and between Users and Users.

You agree that Garden Route Life shall have no liability to you for any errors or inaccuracies relating to content or advertisements posted on Garden Route Life Website, nor for any claims arising out of or in relation to advertised goods, products and services, the delivery, lateness or non-delivery thereof, including but not limited to any claims of defective quality or workmanship, damage, non-suitability for purpose and the like, nor for any damage or loss caused by or in connection with any agreement concluded between you and another User or third party advertiser.

You agree that Garden Route Life shall have no liability for any damage whatsoever, including without limitation damages relating to revenues or profits, lost data, work stoppage, computer failure or malfunction, resulting from or in any way related to:

- Access to the Website and/or any websites linked to the Website;
- Content available on the Website or posted to the Website by Users;
- Services available from the Website
- Products available from the Website

Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of Garden Route Life. Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.

You agree to co-operate with Garden Route Life in accordance with the principles of utmost good faith in respect of the implementation of this Agreement and, to provide all such assistance as may reasonably be required of Garden Route Life to protect and enforce its rights and commercial interests in relation to this Agreement. Should you have a dispute with any User that is not resolved to your satisfaction, we may attempt to help resolve the dispute but we shall have no obligation to do so.

### **General Obligations**

You shall:

- Refrain from uploading, submitting or posting any comment which breaches any term of this Agreement;
- Protect and keep your username and password secure and notify us immediately of any suspected or potential unauthorised use thereof;
- Comply with all Garden Route Life acceptable usage policies that we may specify from time to time;
- Report any problems or interruptions via any support channels designated by Garden Route Life for such purposes;
- Refrain from acting in any way which may adversely affect the name and reputation of Garden Route Life; and
- Refrain from accessing, using, processing or disclosing any personal information of any other User of Garden Route Life Website without that person's express consent for any purpose.

The obligations listed above do not in any way limit any other obligation in terms of this Agreement not expressly provided for in this section.

### **Content Posting Rules**

You agree that you shall be strictly liable and responsible for all information, text and other content (individually and collectively referred to in this section as "content") that you upload, publish or submit (collectively referred to as "posts") to Garden Route Life or any Website forum or that is posted by any other person by means of your Garden Route Life account, whether authorised or unauthorised.

You shall at all times ensure that any content posted by you on Garden Route Life or any Website forum shall not:

- Be unlawful, defamatory, offensive (such as profanities), sexually explicit or pornographic, abusive threatening or harassing, intimidating, or racial, religious or personal attacks of any kind;
- Violate the property rights of others, including copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks;
- Contain or carry any code or electronic information of a malicious or destructive nature or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any

- system, data or personal information of Garden Route Life Users;
- Advertise or promote chain letters, charity requests, petitions for signatures, employment opportunities, investment or saving opportunities, requests relating to Ponzi or pyramid schemes or any other content or information that creates and distributes unsolicited commercial communications;
  - Impede the operation of Garden Route Life website or service infrastructure or that negatively affects the availability of the Website or the service to others;
  - Be false, inaccurate or misleading; or
  - Violate the terms of this Agreement or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing consumer protection, data protection, unfair competition, anti-discrimination or false advertising).

Where you make use of any Website forum hosted by a third-party service provider, you agree to follow any policies or rules published by that third-party service provider, including social media platforms like Facebook, Twitter, Instagram, Pinterest and others. Where you authorize us to share or receive your personal data with or from any such third party service provider, you consent to the use of such data in the manner specified at the time you give such authorisation.

### **Right to Remove or Correct Content, Terminate or Refuse Access to Website**

Garden Route Life reserves the right to remove or edit any content or posts that breach any terms of this Agreement or that Garden Route Life, in its sole discretion considers offensive or inappropriate. Garden Route Life also reserves the right to terminate access to the Website or to refuse access to its Website to anyone, for any reason, at any time.

### **Indemnity**

You agree to indemnify Garden Route Life fully and on demand against any liability, penalty, claim, loss, cost or damages suffered by Garden Route Life where attributable to any wrongful act or omission by you or any person making use of your User account at any time or arising in any way as a result of, including but not limited to, content posted by you on the Website.

### **Exclusion of Warranties**

No warranty is given not shall any be implied as to the suitability of the Website or of any content posted, for any particular purpose notwithstanding that any such purpose may be known or ought reasonably to have been known by Garden Route Life.

Garden Route Life supplies and provides the Website "as is" and does not warrant that the operation thereof will be uninterrupted or error free or that the Website will be functional over all Internet connections or compatible with any particular electronic devices, browsers or other software applications.

### **Intellectual Property Rights**

You acknowledge and agree that ownership of all intellectual property rights to Garden Route Life Website including, but not limited to, copyright, trademarks, patents, designs and any content posted at Garden Route Life shall at all times remain vested in Garden Route Life and its licensors. You acknowledge and agree to forthwith report to Garden Route Life any infringement or threatened infringement of the intellectual property rights of Garden Route Life that may come to your attention. You grant Garden Route Life an irrevocable royalty free licence to publish, host and display any information or content that you post or otherwise make publicly available via Garden Route Life.

### **General Terms**

Save as expressly provided for in this Agreement, you shall not be entitled to assign or transfer any of your obligations in terms of this Agreement to any other person without the

prior consent in writing of Garden Route Life (which consent shall not be unreasonable withheld, delayed or conditioned).

No latitude, extension of time or other indulgence which may be given or allowed by you to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by you shall under any circumstances be construed to be an implied consent by you or operate as a waiver or a novation of, or otherwise affect any of your rights in terms of or arising from this Agreement or prevent you from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

The waiver by you of a delay, breach or default in any of the provisions of this Agreement, or disagreement by Garden Route Life shall not be construed as a waiver of any succeeding delay, breach, default or provision of this Agreement. No failure of either Garden Route Life or yourself to exercise any right to it hereunder, or to insist upon compliance of any obligation hereunder, or comply with any provision of this Agreement, shall constitute a waiver of either Garden Route Life or your rights to demand exact compliance with the terms hereof.

In the event that any of the terms of this Agreement 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.

The terms and conditions contained in this Agreement constitute all of the terms and conditions agreed to between you and Garden Route Life and no addition to or variation, amendment, cancellation or novation of this Agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both yourself and Garden Route Life.

The termination, cancellation or expiry of this Agreement shall not affect the enforceability of the terms which are intended to and/or which of necessity must operate after expiry or termination.

You acknowledge and agree that no promises, undertakings, warranties or representations of whatsoever nature were given to you prior to the entering into this Agreement other than as may be recorded in this document.

#### **Disclosures of Information**

You have a right to request information prescribed in regulation 9 of 1 April 2011 regulations promulgated in terms of the Consumer Protection Act 68 of 2008, and you agree that where we receive such a request from you we may send the requested information to you by email to the address you used to register to Garden Route Life as updated by you from time to time.

The following additional disclosures are made in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:

Full name, legal status of Website owner: Anna and Peter Zazias Trading As Garden Route Life

Physical address: 2 Lotus Place, Paradise Beach, Eastern Cape, South Africa

Telephone number: 0761837376

E-mail address: [info@gardenroutelife.com](mailto:info@gardenroutelife.com)

Office bearers: Anna Zazias

Place of registration: Johannesburg, South Africa

