

Terms and Conditions for the use of the Qwayza Website

Introduction

This website is owned and operated by QWAYZA Services Pty Ltd (**QWAYZA**) a South African registered company. The use of this website is governed by the policies, terms, notices and conditions (the “**terms**”) as set forth below.

The following terms apply to all visitors or users of this Web site, and mobile sites of our business that adopt these terms (collectively, the "website"), or when you use any tools QWAYZA makes available, through the website. The website and tools made available through the website are collectively the **QWAYZA Services**.

You should only access and use this website once you have read, accepted, and agreed to comply with the terms. Your use of this website, including for the purposes of registering a QWAYZA Account or signing up to receive our e-mails is deemed to be your acceptance of the terms. If you do not agree with any of the terms, do not access or use this website.

Using QWAYZA

You must follow these terms.

Do not misuse QWAYZA Services. You may use QWAYZA Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing QWAYZA Services to you if you do not comply with our terms or if we are investigating suspected misconduct.

You must be 18 years of age or older, or alternatively have the consent of your parent or legal guardian, to use the QWAYZA website and QWAYZA Services.

To protect your QWAYZA Account, keep your password confidential. You are responsible for the activity that happens on or through your QWAYZA Account.

Without limiting other remedies, we may limit, suspend or terminate QWAYZA Services and user accounts, prohibit access to the QWAYZA Services, delay or remove hosted content, and take technical and legal steps to keep users off the website if we think that users are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties or acting inconsistently with the letter or spirit of our terms. Additionally, we may, in appropriate circumstances and at our reasonable discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue QWAYZA Services.

If you are an advertiser on the website, QWAYZA reserves the absolute right at our sole discretion, without being obliged to give any reason, to reject, amend or remove any content posted or submitted by you any time without notice to you. Adverts containing illegal, defamatory, obscene, indecent or otherwise offending material are not allowed on QWAYZA website. QWAYZA reserves the right to monitor and to review all content submitted to us, accessed on or published on the website at any time.

Where ads or other content are rejected and/or removed from the website by us, it is our policy NOT to issue refunds. If you have any doubts about the suitability of a proposed advert, please contact us in advance of placing the advert for appropriate guidance.

Advertisers placing an advertisement on QWAYZA website agree to provide accurate, current and complete information and to promptly update the information when it changes.

Businesses and persons acting in the course of trade are welcome to place adverts on the website. Adverts published by businesses or persons acting in the course of trade must comply with applicable laws and it is their responsibility to do so. QWAYZA will hold advertisers responsible for any failure to comply with laws that apply to them or their content.

Advertisers are personally responsible for the content appearing in any of their adverts and for the goods sold following advertisement. QWAYZA is not responsible for the goods appearing on the website that advertisers advertise or that a website user purchases, nor is QWAYZA responsible for the content appearing in any of the adverts. To the extent permitted by law QWAYZA disclaims all liability and responsibility arising from any reliance placed on the content of any advert by any user of QWAYZA website.

QWAYZA does not control the content of advertisements posted by users on the website, and accordingly QWAYZA does not guarantee the accuracy, integrity or quality of the content. You understand that by using the Website, you may be exposed to content that is offensive, indecent or objectionable without liability to QWAYZA.

You are requested to report any advertisement that is in breach of these terms, illegal or in any other way objectionable.

Using QWAYZA Services does not give you ownership of any intellectual property rights in QWAYZA Services or the content you access. You may not use content from QWAYZA Services unless you obtain permission from the owner of the content or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in QWAYZA Services. Don't remove, obscure, or alter any legal notices displayed in or along with QWAYZA Services.

QWAYZA Services display some content that is not QWAYZA's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse

to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the QWAYZA Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Changes to QWAYZA Services

We are constantly changing and improving QWAYZA Services. We may add or remove functionalities or features, and we may suspend or stop a QWAYZA Service altogether.

Where QWAYZA makes changes to QWAYZA Services for any reason, such changes will be effective immediately. If you do not agree to the modified terms for QWAYZA Services, you should discontinue your use of QWAYZA Services.

You can stop using QWAYZA Services at any time. QWAYZA may also stop providing QWAYZA Services to you, or add or create new limits to QWAYZA Services at any time.

Consent to Receive E-mails

By registering on the website you consent to being sent information via e-mail from QWAYZA.

You can unsubscribe via a link in our e-mails and we will remove you from any marketing e-mail communications. If you opt out of receiving communications via e-mail, you will be removed from our e-mail database. However, your account will still be valid for your use.

You may contact us at any time and request your personal information or ask us to no longer use your personal information for marketing.

No Warranty or Representations

We make no warranty or representations about the accuracy, reliability, completeness or timeliness of the content on this website. The content of this website may contain inaccuracies or typographical errors. We have no liability for any errors or omissions and your use of this website and the content is at your own risk.

Some jurisdictions provide for certain warranties, like the implied warranty of fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Binding Conditions and Variations

The terms of this website are legally binding. We reserve the right to make changes to this website and its terms at any time. You will be bound by the amended terms from the time that we post the updated terms on this website. You should visit this page before each access or use of this website and periodically to review the terms.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are waiving any of our rights.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Exclusions and Limitations of Liability

We are not liable for any losses or damages caused by this website or any website linked to or from this website. All statutory or implied terms, conditions or warranties concerning the quality or condition of this website, or any goods, information, service, material, advice or recommendation supplied by us to you through this website, are excluded to the fullest extent permitted by law.

If we breach any term, condition or warranty which cannot lawfully be excluded at law, our liability for a breach of the applicable term, condition or warranty is limited to payment of the amount you paid us for the goods or service we provided to you.

We will not be under any liability to you or any other person for any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill or loss due to delay, or other direct or indirect loss or damage (including indirect or consequential loss or damage,) however caused (including due to breach of contract, negligence and/or breach of statute) which may be suffered or incurred or which may arise from or in connection with your use of this website or your use of or reliance upon any of the information, services and/or materials contained in it or provided by it to you or our negligence or our breach of our obligations under these terms.

We do not warrant that any of the functions contained in this website or your access to this website will be uninterrupted or error-free, or that any notifications, will be made in a timely manner, or at all.

Indemnity

You indemnify QWAYZA Services Pty Ltd and hold it harmless against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by you of these terms, your access and/or use of this website or reliance on its contents or information received through it by you or any person accessing any content through you.

Links to Third Party Sites

We will from time to time publish links to third party websites on this website. Content, hyperlinks or information held on those other sites are not under our control.

We do not endorse any material on any linked sites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose, or any other aspect of the material on any linked sites.

We do not warrant that the material on any linked sites does not infringe intellectual property rights of any other person. Any dealings you have with a linked site are at your own risk. We accept no liability for any act, omission or default, whether negligent or otherwise, or any loss or damage occasioned by such negligent act or omission, of any service provider or third party in respect to a linked site.

Copyright and Trade Marks

The content of this website including all information, text, graphics, names, logos, trademarks, brands, designs, software and advertisements are the property of QWAYZA Services Pty Ltd or an alternative owner and are protected by copyright, trademark and other intellectual property rights, unless expressly indicated otherwise on this website.

You may access and display these pages on a computer or a monitor, and print out for your personal, non-commercial use any page or part of any page of this website. All other use, copying or reproduction (including reproduction or display on any other website by way of 'framing' or otherwise) of any part of this website is prohibited unless expressly stated otherwise and rights not expressly granted herein are reserved.

You must not use this website in any manner or for any purpose which is unlawful, or which violates the rights of any owner of any content. Unless expressly stated otherwise, nothing contained in this website should be construed as a licence or right of use of any trademark or copyrighted material displayed on the website without the express written permission of the owner of the trademark or copyright.

Advertisers on QWAYZA website are solely responsible for any content that they submit, publish or display on the website or transmit to other website users.

Advertisers on the QWAYZA website are solely responsible for the advertisements they list on our website. Advertisers understand that all information publicly posted or privately transmitted through QWAYZA website is the sole responsibility of the person from which/whom such content originated and that QWAYZA will not be liable for any errors or omissions in any content or as a result of any user's use of our website. Advertisers understand that we cannot guarantee the identity of any other users with whom advertisers may interact in the course of using the QWAYZA

website. Additionally, QWAYZA cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

By posting content on the QWAYZA website, advertisers grant QWAYZA, and they represent and warrant that they have the right to grant, QWAYZA, our contractors, and the users of the QWAYZA website an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such content and to prepare derivative works of, or incorporate into other works, such content. This licence is non-exclusive, except the advertiser agrees that QWAYZA shall have the exclusive right to exercise this license to the extent of combining their content with the content of other users for purposes of constructing or populating a searchable database of advertisements. The advertiser understands that this licence allows QWAYZA to reformat, excerpt, or translate any materials submitted by you.

Viruses

We do not represent or warrant that this website and any other information or material contained in, downloaded or accessible from this website, is free from computer viruses, worms, trojans or any other harmful code which may affect your software or systems. You should protect your software and systems by installing and implementing your own security and system checks.

Payment Methods and Processing

We currently accept Visa, MasterCard, American Express, and process payments via the secure Payfast and PayPal payment gateways. Alternatively payments can be made via direct deposits to QWAYZA bank account. Payment processing will not begin until we receive all the information we need. We process all payments after successful payment completion. For all confirmed successful payments we will e-mail a tax invoice to you. Your tax invoice is your proof of purchase.

Termination

We may terminate these terms and your access to this website at any time without notice. In the event of termination you are no longer authorised to access the website. All restrictions imposed on you, disclaimers and limitations of liability set out in these terms will survive termination. We reserve the right to withdraw access to this website at any time without notice.

Privacy Policy

QWAYZA Services Pty Ltd is committed to safeguarding any personal information collected from its customers and will not, without consent, use such personal information for purposes unrelated to its business or for any reason that has not been disclosed without its customers consent. We take all reasonable precautions to ensure the information you provide or share with us is treated responsibly, ethically and securely.

a) What Personal Information is Collected

We only collect personal information related to the services we provide in the course of running our business including our website, and which you have provided to us. Information is collected directly from you through our website and is used to offer, promote, sell and deliver our products and services to you. This includes information that identifies you, that enables QWAYZA Services Pty Ltd to perform its obligations to you and that concerns your purchase history.

Financial information is only used to invoice you for products purchased. We do not store any details of your credit card or other online payment method. Payments are secured by transferring users to our secure payment processing provider gateways.

Your contact information is used to contact you for customer service reasons, when necessary. Unique identifiers, such as your user name and password, are used to verify your identity and for use as account numbers in our record system.

To improve your user experience we may also collect information about your favourite products and brands, where you shop and what your interests are. We use this information to notify you about offers and promotions that may be of interest or benefit to you including those of our partners.

You are not obliged to share any personal information with us, although if you elect not to you may be unable to access certain information, products or services offered on our website.

b) When do we collect your information?

You provide personal information to us when you register for an account, sign up for our e-mail newsletter, contact us or transact on our website.

Your unique user name and password enables you to access our website:

c) How is Your Information Shared?

We respect your privacy. Any personal information we collect about you will be used so that we can provide you with the services that you have requested, or so we can carry out our business. This includes statistical analysis of customer activities, interests and preferences and for marketing purposes related to our website services.

We will not disclose personal information without your consent, unless required or authorised by law, or for another purpose (related to the primary purpose of collecting that information) that you would reasonably expect.

Our website services utilise your personal information to target e-commerce promotions and marketing activities. In addition, it may be shared with third parties who assist QWAYZA Services Pty Ltd in its business.

We may use or disclose your personal information to organisations outside QWAYZA Services Pty Ltd for purposes relating to the management of your account with us. Such organisations include:

- service providers that manage the services provided to you;
- mailing systems which organise delivery of the website services to you;
- marketing activities conducted by QWAYZA Services Pty Ltd; and
- our professional advisers, accountants, lawyers, auditors.

We require these organisations to adhere to strict confidentiality about your personal information, to use the information for only the relevant purposes, and we seek to ensure that they adhere to legal requirements.

We may also use your personal information for research and development of our services or to send you information about other services, which we provide, which may be of interest to you. Customers who do not wish to have their personal information used for marketing purposes are welcome to indicate that desire to QWAYZA Services Pty Ltd. E-mails sent to you will contain an opportunity to be unsubscribe from future e-mails.

In the event that we contract with a third party to provide some part of the information or service that you have requested, we may provide your information to such third party, or such third party may collect information from you, on our behalf. These third parties are required to implement equivalent security measures and to process your information only as authorised by us to fulfil the service(s) that they have been contracted to provide. Otherwise, information you provide will not be transferred to unrelated third parties, unless we have your express prior consent.

We may otherwise use or disclose your personal information with your consent (or if we have given you notification of the intended use or disclosure and you have not objected to that use or disclosure) or where required or authorised by law, which may include:

- Emergency situations and assisting law enforcement agencies
- Accessing and updating your personal information.
- Where we believe that the use or disclosure is reasonably necessary to enforce any legal rights we may have, or is reasonably necessary to protect the rights, property and safety of us, our customers, or others.

d) Access Your Personal Information

If you need to access or correct any personal information we hold about you, please contact us, and provide as much detail as possible about the particular information you seek, so we can retrieve it. We rely on you to advise us of any changes or updates to the information we hold.

e) Securing and Storing Your Personal Information

Personal information is stored electronically on our computer system. We use a variety of security measures to maintain the safety and integrity of the information.

We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorized use or alteration.

General Privacy Information

Our website may contain links to websites of partners, advertisers and third parties. Those sites may collect personal information under the terms of their privacy policies independent of QWAYZA Services Pty Ltd. We have no responsibility for the content or operation of those websites and QWAYZA Services Pty Ltd is not responsible for matters arising from their use.

While we strive to protect your personal information, we cannot warrant the security of information you transmit to us, and you do so at your own risk. You are solely responsible for maintaining the secrecy of your password and/or any account information.

For more information or to make a complaint:

If you have any questions about our privacy policy, our practices with respect to personal information or your dealings with this website, or are concerned that we may have breached your privacy, please contact us with as much information as possible:

By E-mail: info@qwayza.com

Access to and Use of this website for advertising

The services which are made available on this website by us from time to time will, among other things, allow you to create, publish and manage written advertisements for goods for sale or for wanted goods; advertisements of the provision of services, contact other users of the website; search our database for advertisements regarding a specific product, service, seller and/or in a specific location; forward advertisements to people you know; invite people you know to view the website; download or copy the portions of the information, data, text, sound, photographs, graphics, video, messages and other materials and view third party material.

The QWAYZA Services includes a service entitled SMALLS. Specifically the SMALLS service is intended to provide an advertising service for second hand or used goods for sale by private individuals, or community or charity services, or for

wanted goods or services, where the goods or services for sale, or the wanted goods or services are considered not to be offered in the course of what can reasonably be considered the carrying on of a business. Such determination as to whether a business is being carried on, shall be at the sole discretion of QWAYZA

Subject to the terms, you may use the website for your own personal and commercial or non-commercial use to create, publish and manage written advertisements for goods for sale or for wanted goods or services; contact other users of the website; search our database for advertisements regarding a specific product, service, seller and/or in a specific location; forward or receive advertisements; invite people you know to view the website; view third party advertisements; download or copy the portions of the information, data, text, sound, photographs, graphics, video, messages and other materials available via the QWAYZA Service; and receive data and other items displayed on the website.

Using and Accessing the Website and the QWAYZA Service

When creating an advertisement on the Website you agree to provide accurate, current and complete information and to promptly update the information you provide to us when it changes.

We have the right to disable, suspend or restrict any password, username, mobile number, IP address or other method that we may allow to be used on the website from time to time to identify users (whether chosen by you or allocated by us) (a "User Identifier"), at any time, at our discretion, including if, in our opinion, you have failed to comply with any of the provisions of these terms.

You may not: (i) enter, select, submit or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, (ii) use a User Identifier without appropriate authorisations or rights or (iii) use or submit a mobile number or email to us in respect of which you are not the registered owner, bill-payer and or account holder. We reserve the right in our sole discretion to refuse registration of, suspend or cancel a User Identifier's use or access rights to the Website without notice. You shall be responsible for maintaining the confidentiality of your User Identifier(s) and are fully responsible for all activities that occur under your User Identifier in connection with these terms. Any User Identifiers created by you or submitted for your access to the QWAYZA Service and website shall be for your personal use only and are non-transferable.

You agree to (a) immediately notify us of any unauthorised use of your User Identifier as registered on our website or submitted to us by you, or any other related breach of security and (b) if we from time to time allow you to login to restricted areas of the website using an User Identifier, ensure that you logout at the end of each session following the instructions on the website. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

As a condition of your access and use of our website and/or the QWAYZA Service, you warrant to us that you have the right, authority and capacity to enter into and be bound by these terms.

We have no obligation to monitor or moderate any user's activity or use of our website and/or the QWAYZA Service, however we retain the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or regulatory authority request or to determine compliance with these terms.

Without any admission of liability, we may from time to time assess any possible risks for users from third parties when they use the website and/or the QWAYZA Service, and we will decide in each case whether it is appropriate to use moderation or pre-approval of advertisements on the website (including what kind of moderation to use) in the light of those risks. We expressly exclude our liability for any loss or damage arising from the use of the website and/or the QWAYZA Service by a user in contravention of our terms, whether the service is moderated or not and whether or not an advertisement has been reviewed by us prior to appearing on the website.

We do encourage the use by you of the "Report Ad" mechanism which we have placed on the website which allows you to report any breach of these terms.

The use of the website and/or the QWAYZA Service by a minor (an individual under 18 years of age) is subject to the consent of their parent or guardian and our contract is with the parent or guardian, who is responsible for the minor's compliance. We advise parents or guardians who permit minors to use the website and/or the QWAYZA Service that it is important that they communicate with minors about their safety online, as moderation or vetting of advertisements is not guaranteed or foolproof. Parents or guardians should make minors aware of the potential risks to them of using any interactive service on the website.

You are responsible for making all arrangements necessary for you to have access to our website and/or the QWAYZA Service. You are also responsible for ensuring that all persons who access our website and/or the QWAYZA Service through your internet connection, including any minors, are aware of these terms, and that they comply with them.

Access to our website and/or the QWAYZA Service is permitted on a temporary basis, and we reserve the right to at any time and without liability to withdraw, suspend or amend any aspect or feature of the website and/or the QWAYZA Service without notice or liability.

Restrictions On Right to Use

You agree that you shall not (and you agree not to allow any third party to):

- a. modify, adapt, translate, or reverse engineer any portion of the website and/or the QWAYZA Service;
- b. remove any copyright, trade mark or other proprietary rights notices contained in or on the website and/or the QWAYZA Service or in or on any content or other material obtained via the website and/or the QWAYZA Service;

- c. use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the website and/or the QWAYZA Service;
- d. access, retrieve or index any portion of the website and/or the QWAYZA Service for purposes of constructing or populating any database;
- e. collect any information about other users or users of the website and/or the QWAYZA Service (including User Identifiers) for any purpose other than to use the website for the purposes of responding to advertisements or to use the website in the manner intended by us;
- f. reformat or frame any portion of the web pages that are part of the website and/or the QWAYZA Service;
- g. create user accounts by automated means or under false or fraudulent pretences or create multiple log ins;
- h. create or transmit unwanted electronic communications such as "spam" to other users of the website and/or the QWAYZA Service or otherwise interfere with other user's enjoyment of the website and/or the QWAYZA Service;
- i. transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- j. use the website or the QWAYZA Service to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- k. copy or store any content offered on the website for other than your own use;
- l. use any device, software or routine that interferes with the proper working of the website and/or the QWAYZA Service, or otherwise attempt to interfere with the proper working of the website and/or the QWAYZA Service;
- m. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- n. use the website and/or the QWAYZA Service, intentionally or unintentionally, to violate any applicable law;
- o. collect or store personal data about other users in connection with the prohibited activities described in this paragraph;
- p. engage in or promote any of the following (or what we deem similar): surveys, contests, pyramid schemes, chain letters, get rich quick promotions, profit sharing promotions, unsolicited e-mailing or spamming via the website;
- q. impersonate any person or entity; or

r. upload, post, e-mail, transmit or otherwise make available using the website any material that you do not have a right to make available under any law or contractual obligation which includes a breach of third party intellectual property rights.

Content Standards

These provisions apply to any and all content which you contribute to our website and/or the QWAYZA Service, and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any content as well as to its whole.

You are solely responsible for any content that you submit, publish or display on the website or transmit to other website users.

You are solely responsible for your advertisements listed on our website. You understand that all information publicly posted or privately transmitted through the website is the sole responsibility of the person from which such content originated and that we will not be liable for any errors or omissions in any content or as a result of any user's use of the website. You understand that we cannot guarantee the identity of any other users with whom you may interact in the course of using the QWAYZA Service. Additionally, we cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

By posting content on the website, you grant to us, and you represent and warrant that you have the right to grant, us, our contractors, and the users of the Website an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such content and to prepare derivative works of, or incorporate into other works, such content. This licence is non-exclusive, except you agree that we shall have the exclusive right to exercise this license to the extent of combining your content with the content of other users for purposes of constructing or populating a searchable database of advertisements. You understand that this licence allows us to reformat, excerpt, or translate any materials submitted by you.

The following is a partial list of the criteria that content must comply with. content must:

- a. be accurate (where it states facts).
- b. be genuinely held (where it states opinions).
- c. comply with applicable law in any country in which they are posted.

The following is a partial list of the type of content that is prohibited on the website. Content must not:

- a. comment on, defame, abuse, harass, stalk, threaten or otherwise offend others;

- b. be unlawful, obscene, defamatory, seditious, indecent, offensive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, be in breach of confidence, be in breach of privacy or be inappropriate;
- c. breach any applicable laws or regulations;
- d. deceive or mislead any person and/or entity;
- e. falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
- f. upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g. upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
- h. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- i. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
- j. interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website.

As per our terms, QWAYZA reserves the absolute right at our sole discretion, without being obliged to give any reason, to reject, amend or remove any content posted or submitted by you any time without notice to you. We reserve the right to monitor and to review all content submitted to us, accessed on or published on QWAYZA at any time.

We do not control the content posted by users via the QWAYZA Service, including the content of any advertisements, and we do not guarantee the accuracy, integrity or quality of such content. You understand that by using the Website and/or the QWAYZA Service, you may be exposed to content that is offensive, indecent or objectionable. You are responsible for complying with all laws applicable to the content you submit to the Website via the QWAYZA Service. We may refuse any QWAYZA Service without prior notice to any user for any or no reason.

Suspension and Termination

You agree that we may, with or without cause, immediately delete your advertisement and terminate your access to the QWAYZA Service or User Identifier without prior notice at our sole discretion. The deletion or otherwise of an advertisement should not be viewed as an indication of wrongdoing on the part of the advertiser.

Without limiting the foregoing, the following may lead to a deletion by us of a user's advertisement and/or termination of access to the QWAYZA Service (a) a breach of these terms, (b) a request by law enforcement or other government agencies about you or any content that you have submitted to us, (c) a request by you (self-initiated deletions), (d) unexpected technical issues or problems and (e) extended periods of inactivity.

Deletion of a user advertisement and termination of access to the QWAYZA Service may result in the removal of all content that we may decide to delete. It may also result in preventing your further use of the website or a User Identifier, depending on the circumstances. Furthermore, you agree that termination of your use of the website by us shall be made in our sole discretion and that we shall not be liable to you nor any third party for any termination of your account or access to the website or removal of content.

You understand and agree that we may review and delete any advertisements or other content that in our sole judgment breach these terms or which might be offensive, illegal or that might violate the rights of, harm, or threaten the safety of other users of our website or us.

We reserve the right to investigate and we will determine, in our discretion, whether there has been a breach of these terms through your use of our website and/or the QWAYZA Service. When a breach has occurred, we may take such action as we deem appropriate.

Failure by you to comply with these terms may result in our taking all or any of the following actions:

- a. immediate, temporary or permanent withdrawal of your right to use our website and/or the QWAYZA Service;
- b. immediate, temporary or permanent removal of any posting, material or content uploaded by you to our website;
- c. issue of a public (via the website) or private warning to you;
- d. limit the amount of postings you may make;
- e. suspension, restriction or limitation of any rights or permissions associated with a User Identifier;
- f. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- g. other legal action against you; and/or
- h. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of the content standards and restrictions of use. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

Your Concerns and Complaints

If you have any concerns about material which appears on our website or if you believe that content posted on the website breaches these terms or is in any other way objectionable, please notify us through the “Report Ad” mechanism on the website specifying the full details of your concern or complaint, specifying the reasons for your concern or complaint making clear reference to any connected such content.

If you do not provide us with sufficient information, we may be unable to process your complaint. We reserve the right to investigate and we will determine, in our discretion, what action (if any) to take. You are solely responsible for your interactions with other users of the website. While we reserve the right to monitor or to intervene in disputes between you and other users, we have no obligation to do so.

We will make all reasonable endeavours to respond to complaints received as soon as possible.

Disputes with Third Parties

You must tell us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the website and/or the QWAYZA Service. You will, at our request, immediately stop the act complained of. If we ask you to, you must confirm the details of the claim in writing. If you fail to stop the act or acts complained of we reserve the right to take any and all appropriate action against you under these terms.

About Published Adverts and Duration of the Adverts

Content which comprises advertising material will appear on the Website. Individual advertisers are solely responsible for the content of the material which they submit to us including ensuring that it complies with relevant legislation. We accept no responsibility for the content of any business and/or advertising material, including, without limitation, any error, omission or inaccuracy.

Please note that the content of the published adverts is provided by external users, and do not represent any views or opinions of QWAYZA, nor should they purport to do so.

Accordingly, we require that every care is taken by you or on your behalf in drafting the content of your advertisements in order to ensure that they are not in any way defamatory, illegal or in any other way harmful to a third party as you are solely responsible as author and publisher of your advertisement.

SMS Information Service

On our Website you can request to receive a short service message (SMS) notification to the mobile number that you nominate when making the request in respect of advertisements, goods or services advertised on the Website in which you have an interest for your own personal use (the "SMS Service"), and this service forms part of the QWAYZA Service.

You agree and acknowledge that the SMS messages are distributed by third party mobile network providers and, for that reason the SMS Service and timeliness of information may be impacted by factors associated with the user's mobile network provider which are outside of our control. You agree and acknowledge that we are not liable for SMS message transmission delays, issues or failures. You agree and acknowledge that network delays, poor network coverage, your mobile device being switched off, your message inbox being full and/or your mobile device having inadequate memory or power may prevent or inhibit you receiving the SMS Service.

We do not guarantee the availability, accuracy or completeness of the information provided pursuant to the SMS Service. We accept no responsibility for (i) any loss of profits, loss of earnings, loss of anticipated savings, loss of goodwill or loss of revenue or (ii) any indirect or consequential loss suffered due to the delay, inaccuracy or other failure of the information provided to you pursuant to the SMS Service or otherwise.

We reserve the right to amend, alter or terminate the SMS Service at any time with or without notice to you.

Intellectual Property

We are the owner or the licensee of all intellectual property rights in our website and the QWAYZA Service, and in the content published on it. Those works are protected by copyright laws, trade mark laws, database laws and treaties around the world. All such rights are reserved.

The website and the QWAYZA Service (including, but not limited to, text, photographs, graphics, video and audio content) are protected by copyright as works, databases, collective works and/or compilations under copyright laws. All individual adverts, articles, content and other elements comprising the website and the QWAYZA Service are also copyrighted works. Except for the content submitted by users, the website, User Identifiers and the QWAYZA Service and all aspects of them, including all copyrights, trade marks, and other intellectual property or proprietary rights, are owned by us or our licensors. You acknowledge that the website, User Identifiers and the QWAYZA Service and any underlying technology or software used in connection with the website and the QWAYZA Service contains our proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the website, or the QWAYZA Service in whole or in part except as expressly provided. Except as expressly and unambiguously provided in these terms, we and our advertisers, licensors or suppliers do not grant you any

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If it is determined that you retain moral rights in the content, you confirm and agree that (a) you do not require that any personally identifying information be used in connection with the content, or any derivative works of or upgrades or updates to the content; (b) you have no objection to the publication, use, modification, deletion and exploitation of the content by us or our licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the content; and (d) you forever release us, and our licensees, successors and assigns, from any claims that you could otherwise assert against us by virtue of any such moral rights.

We are the proprietor of the trade mark QWAYZA. All product or service names mentioned on our website are the trade marks of their respective owners, and other trade marks may be displayed on our website from time to time. Some material on our website may contain other information containing intellectual property of a third party. Nothing displayed on our website should be construed as granting you any licence or right of use of any logo, information or trade mark displayed on it, without the express written permission of the relevant owner, except as expressly provided in these terms.

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You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, or any graphics separately from any accompanying text.

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You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of our website in breach of these terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

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The content and other material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:

- a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- b. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website and/or QWAYZA Service or in connection with the use, inability to use, or results of the use of our website and/or QWAYZA Service, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We shall not be liable for any failure to perform any of our obligations under these terms caused by matters beyond our reasonable control. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the website.

Although we make all reasonable endeavours to ensure that the website is free from viruses and defects, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or impairing computer programs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website and/or QWAYZA Service or to your downloading of any material posted on it, or on any website linked to it.

We do not guarantee the security of the online services or any systems connected with the use of the website (including the internet and your hardware and software) used in accessing the services, or any information passed through such systems. We do not guarantee access to the website or any systems used in accessing our services will be continuous or virus or error free.

Any material downloaded or otherwise obtained through the use of the website is done at your own discretion and risk and that you will be solely responsible for any

damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the website shall create any warranty not expressly stated in these terms.

Indemnity

You agree to indemnify and hold QWAYZA, our parent, subsidiaries, officers, directors, shareholders, employees, agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation, reasonable legal and accounting fees resulting from, or alleged to result from, your access to or use of this website, the content or the QWAYZA Service in a manner that breaches or is alleged to breach these terms, or the infringement by you, or any third party using your user identification name or password, of any intellectual property or other right of any person or entity.

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Content on the website referring to any products, process or service by trade name, trade mark, manufacturer or otherwise, does not constitute or imply its endorsement, recommendation or validation by us. We have not independently verified the accuracy of any description of any goods or services advertised on the website. The views, opinions and other content posted by users on this website are not ours, shall not be attributed to us by you and shall not be used by you for any advertising or product endorsement purposes unless we expressly authorise it.

Uploading Content to Our Website

Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you must comply with these terms. You warrant that any such content does comply with these terms, and you indemnify us for any breach of that warranty.

Any content you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right, at our discretion, to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

Linking to Our Website

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, sponsorship or endorsement on our part without our express written permission or in order to directly compete with the website and redirect traffic from it. You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. Our website (in whole or in part) must not be framed on any other website or in any other way altered or displayed in a different manner to the manner which we display it.

If you wish to make any use of material on our website other than in the manner that is in these terms, including as set out above, please contact us.

Links from Our Website

Where our website contains links to other websites and resources provided by Banner Advertisers, advertisers using our website or other third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you link to any such websites you leave our website and do so entirely at your own risk.

Contact From Us

In the course of providing you services and in respect of your use of the website, we may need to communicate with you via email or the other details that you have submitted to us. You agree to receive emails which are specific to your order and necessary for the normal functioning of the website, including emails which help inform users about functionality of the website.

Governing Law and Jurisdiction

These terms shall be governed by, and construed in accordance with South African law and any dispute which may arise out of or in connection with these terms or the legal relationship established by them, shall be subject to the exclusive jurisdiction of the South African Courts, although we retain the right to bring proceeding against you for breach of these terms in your country of residence or any other relevant country. The rights and remedies contained in these terms are cumulative and not exclusive of rights or remedies provided by law.

Waiver

A failure to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these terms or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.

Severability

In the event that any clause or any part of any clause in these terms is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in these terms shall remain in full force and effect and shall not be affected by such finding.

Assignment and Entire Agreement

We may assign or subcontract any or all of our rights and obligations with you to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under these terms.

These terms contains the entire agreement and understanding between the parties relating to our website, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback and other information about the website and/or the QWAYZA Service provided by you to us are non-confidential and may be used by us at our discretion.