

## Terms and Conditions of use

**It is important to note that the use of this website is subject to the terms and conditions of use set out below.**

**By using this website, the user agrees to observe all terms and conditions of use, including any privacy or other policies, which may appear elsewhere on this website.**

**If you do not agree to these Terms of Use, then you are not allowed to use this Website and should immediately terminate such usage.**

### Definitions

“The website owner” means The Vuvuzela Hotline (Pty) Ltd

“This website” means [www.thehotline.co.za](http://www.thehotline.co.za) and all sub-pages thereof excluding links to external sites

“User” means any person accessing any part of the website

“Consumer” means any natural person who enters or intends entering into an electronic transaction with this site as the end-user of the goods or services offered by this site

“ECT Act” means the Electronic Communications and Transactions Act 25 of 2002

“POPI Act” means the Protection of Personal Information Act

### Use of this site

Use of this website is at the sole risk of the user

Unless otherwise indicated, users are welcome to view, copy, print, download and distribute (but not modify) any of the visible text or images on this website; provided that (i) such use is for informational, non-commercial use only, and (ii) any copy of the visible text or images on this website must include the following copyright notice:

**“© The Vuvuzela Hotline (Pty) Ltd 2022.All rights reserved.”**

Commercial use or other non-personal use may, at the discretion of the website owner, be permitted upon prior written request. A request for permission can be submitted by emailing [office@thehotline.co.za](mailto:office@thehotline.co.za).

User will comply with all relevant and applicable laws in accessing and using this Website.

Users acknowledge that we may use your personal information and data according to our Privacy Statement and Notice, which are incorporated herein by this reference. Users hereby agree to the terms of our Privacy Statement and Notice, including any obligations imposed on users therein.

## Contact information

Please submit any query in respect of these **Terms and Conditions** or the use of this website to us in any of the following ways:

Website owner: The Vuvuzela Hotline (Pty) Ltd

Company Number: 2005/020883/07



email: [office@thehotline.co.za](mailto:office@thehotline.co.za)



website: [www.thehotline.co.za](http://www.thehotline.co.za)



postal: PO Box 10512, Centurion, 0046



telephone: 072 595 9139

Should a consumer wish to lodge a complaint to the effect that this site does not comply with Chapter 7 of the ECT Act, such complaint can be directed to the Consumer Affairs Committee, care of the Department of Trade and Industry.

## No offer

Users should regard nothing contained in this website as an offer but merely as an invitation to do business.

## Time of manner of contracting

Transactions are concluded only through the means listed in the website – the mere sending of data messages shall not necessarily bind the website owner to any agreement.

No binding agreements are entered into with users solely through the use of this website. A binding contract will only be entered into once the website owner has confirmed agreement as to the order, total cost including shipping and payment terms.

## Disclaimers and Limitations of Liability

**Subject to the consumer protection provisions contained in section 43 of the electronic communications and transactions act 25 of 2002. This entire website, including but not limited to text, technology, images, links, downloads and coding is provided “as is” and “as available”. The website owner makes no representations or warranties. express or implied, including but not limited to warranties as to the correctness or suitability of either the website or the information contained in it, including pictorial representations.**

Subject to the consumer protection provisions contained in section 43 of the Electronic Communications and Transactions Act 25 of 2002, the website owner disclaims all responsibility or liability for any damages, including but not limited to direct, economic, consequential loss or loss of profits, resulting from the use of this website in any manner, or from the use or inability to use any product or service acquired through this website.

It is the exclusive responsibility of the user to ascertain that any service offered from or through this website meets the user's requirements and is compatible with the user's hardware and/or software configuration.

Any information or expressions of opinion found on this website should not be regarded as professional advice or opinions and users should, where relevant, consult professional advice before acting on the information and/or opinions set out in this website.

## Security

While the website owner takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this site or by destructive data or code that is passed on to the user through the use of this website.

User's use of this website is at the users own risk and users assume full responsibility and risk of loss resulting from usage, including, without limitation, with respect to loss of service or data. We will not be liable for any direct, indirect, special, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to or arising out of the use of this website, even if we knew, or should have known, of the possibility of such damages.

The website owner will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this website or attempts to gain unauthorized access to any page on this website.

## Copyright and Intellectual Property protection

Copyright in all information, images, source codes, trademarks, hyperlinks and other original material, of whatever nature, contained in this website and which is not attributed to a third party, is held by The Vuvuzela Hotline (Pty) Ltd under domestic and international law and treaty. The website owner expressly asserts and reserves all its rights in this regard.

## Hyperlinks, deep links, advertising, framing

The express permission in writing of the website owner is required before any hyperlink other than to the Home Page of this website is created. Permission, if granted, will be subject to the condition that the party linking to this site alerts users to the application of these terms and conditions.

Requests for permission can be mailed to [office@thehotline.co.za](mailto:office@thehotline.co.za).

Permission to link to this website is given without assumption of any liability. The website owner reserves the right to withdraw permission granted to link to this website at any time and for any reason.

Hyperlinks and/or advertisements contained on this website and directed towards other websites or users are provided without any warranties or endorsements as to the legality, content, suitability, accuracy or security of the site linked to, and the website owner shall not be held liable, either directly or indirectly, for the content, use or inability to use or access any hyperlink or advertisement. This website in no manner controls or edits the content of sites or pages linked to.

## Use of the sites or pages linked to is accordingly exclusively at the risk of the user

The express permission in writing of the website owner, which may be subject to conditions, is required before this site, any of its pages and/or any of the information contained on the site is framed.

Requests for permission can be mailed to [office@thehotline.co.za](mailto:office@thehotline.co.za)

## What law governs this Agreement?

The user hereby agrees that the law applicable to these terms and conditions of use (including the inability to use this website and its privacy policy), its interpretation and any matter of litigation arising from it will be the law of South Africa.

Users of this website are encouraged to familiarize themselves with the South African Law relating to electronic communications and transactions as contained in the Electronic Communications and Transactions Act 25 of 2002 and the Protection of Personal Information Act (POPI Act)

## Dispute resolution

The user consents to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 28 of the Magistrate's Court Act as amended in respect of any dispute flowing from the use of this website.

OR

## Alternative Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by the dispute resolution process in accordance with the TrustEnforce on Mediation and Arbitration rules, which rules are deemed to be incorporated by reference into this clause.

Where the dispute has arisen in South Africa between parties in South Africa the place of the arbitration is deemed to be Pretoria, so the arbitration will be governed by these rules and by the arbitration law of South Africa and the dispute will be resolved in accordance with the law of South Africa. In the case of an international arbitration the dispute will be resolved in accordance with the United Nations Convention on Contracts for the International Sale of Goods (1980) (if concerned with the sale of goods) and the UNIDROIT Principles of International General Contracts (1994), supplemented where necessary by the CENTRAL List of lex mercatoria principles, rules and standards.

The language used during the dispute resolution process will be English.

For further information on TrustEnforce org please visit [www.trustenforce.org](http://www.trustenforce.org).

## Amendment of the terms and conditions of this Agreement

Please note that, due to legal and other developments, we may be required to amend these Terms and Conditions of Use from time to time. Please refer to the last revision date at the top of this page.

The website owner will attempt to give notice of any amendments, but reserves the right to effect binding amendments, additions or deletions without notice.

## Enforceability of this Agreement

In the event of any part of these Terms and Conditions being found to be partially or fully invalid or unenforceable, for whatever reason, such term(s) and/or condition(s) shall be severable from the balance of this Agreement and shall not affect the application or enforceability of the remainder of this Agreement.

These Terms of Use contain the record of the entire agreement between the user and the website owner.

Failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision.