

## USER AGREEMENT

PLEASE READ THIS AGREEMENT AND ALL LINKED INFORMATION CAREFULLY BEFORE USING OUR SERVICES OFFERED THROUGH THE PLATFORM. THESE TERMS OF USE CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND US AND BY REGISTERING AS A USER ON THE PLATFORM YOU AGREE THAT THIS USER AGREEMENT WILL APPLY WHENEVER YOU USE THE PLATFORM, OR WHEN YOU USE OUR SERVICES (OR ANY PART THEREOF). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

### 1. DEFINITIONS

- 1.1 In this agreement, the following words shall have the meanings given to them hereunder except where the context indicates otherwise:
- 1.1.1 **"Account Details"** means Your account details, as provided to You by Us, which form part of Your unique Login Details;
- 1.1.2 **"Agreement"** means this user agreement and any other material incorporated by reference from time to time;
- 1.1.3 **"Charges"** means the amounts payable by You to Us should You place an Order for Services;
- 1.1.4 **"CPA"** shall mean the Consumer Protection Act, 68 of 2008, as amended from time to time;
- 1.1.5 **"Customised Print Solutions"** means the service offered by Us to the User on the Platform in terms of which You are able to customise the basket of product/print templates and print options on the Platform by providing Your own designs and wording;

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- 1.1.6 “**CMYK**” stands for Cyan, Magenta, Yellow and Black, the ink colours used in the 4-colour print process;
- 1.1.7 “**FOGRA**” means a certified proof that can be accurately matched;
- 1.1.8 “**ISO**” means the International Organization for Standardization;
- 1.1.9 “**Intellectual Property**” means all intellectual property rights owned by a Party subsisting anywhere in the world, which are in any way capable of protection in law, including without limitation, trademarks, domain names, copyright, patents, designs, confidential information, and all proprietary rights in and to ownership of any idea, discovery, artwork, design, concept, technique or improvement, industry information, know-how, system, methodology, data model, computer software, computer source code and object code, report, correspondence, documentation, flow chart, database, table, calculation, spread sheet, schematic plan, photograph, presentation or invention (whether patented or not) and any other rights of a similar nature which exist now or will in the future exist and whether registered or not;
- 1.1.10 “**Laws**” means any legislation (including statutes, ordinances, rules, regulations and by-laws) that find application to this Agreement;
- 1.1.11 “**Login Details**” means the username, password and Account details allocated by Us to You which will allow You to access the Platform and utilise Our Services;
- 1.1.12 “**Order for Services**” means an order placed by You on the Platform for Your Customised Printing Solution;
- 1.1.13 “**Person**” means a natural or juristic person including an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or other entity or any combination thereof, or a governmental entity;
- 1.1.14 “**Personal Information**” means Personal Information as defined in terms of POPI;

- 1.1.15 **"Parties"** means collectively Us and You, and "Party" means individually either Us or You, according to the clear context of this Agreement;
- 1.1.16 **"POPI Act"** means the Protection of Personal Information Act, No 4 of 2013;
- 1.1.17 **"Remata"** means Remata Communications and Printers Production House (Pty) Ltd with registration number 2009/016172/0707, a limited liability company duly registered and incorporated within the Republic of South Africa;
- 1.1.18 **"Reseller"** means a third-party business entity that We have appointed as an approved partner to market and re-sell Our Services;
- 1.1.18 **"The Platform"** means the online venue which has been designed by Us to operate as a cloud based integrated administration and sales system offering You access to Our Services;
- 1.1.19 **"RGB"** stands for Red, Green, Blue, and is the colour mode that digital screens (computer monitors, smart phones, etc) use to display colour;
- 1.1.20 **"OUR Services"** means the services provided by Us being:
- 1.1.20.1.1 the Customised Printing Solutions made available to the User;  
and
- 1.1.20.1.2 if applicable, allowing the User to place an Order For Service and delivery in respect of the Order for Services;
- 1.1.21 **"User", "You" or "Your"** means You subsequent to Your registration as a User on the Platform;
- 1.1.22 **"Us", "Our" or "We"** means Remata;
- 1.1.23 **"Website"** shall mean the websites operated by Us and available at: [www.printitza.co.za](http://www.printitza.co.za) and any of its regional or other domains or properties, and any related company service, tool, or application, specifically including mobile web, any iOS App and any Android App, or API or other access mechanism.

- 1.1.24 “**Your Content**” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by You when using the Platform.

## 2. **INTRODUCTION**

- 2.1 This Agreement governs Your access to the Platform and the use of Our Services.

- 2.2 We may, from time to time, without notice to You:

- 2.2.1 amend this Agreement and any linked information by posting amended terms on the Platform;

- 2.2.2 make change to this Agreement which changes will become effective upon such changes being posted on the Platform;

- 2.2.3 change or add to Our Services or the information, products or services hosted on the Platform.

## 3. **REGISTRATION**

- 3.1 In order to become a User and have access to the Platform and Our Services You must:

- 3.1.1 be an individual who is at least 18 years old or a duly organised, validly existing business, organisation or other legal entity in good standing under the laws of the country that You are established in;

- 3.1.2 be able to enter into legally binding contracts;

- 3.1.3 for registration purposes, complete the onboarding registration document which is to be accessed *via* the registration icon on the Platform.

- 3.2 Upon approval of Your registration We will provide You with Your unique Login Details to access the Platform and Our Services,

- 3.3 We reserve the sole and exclusive right to approve Your registration as a User. Such registration shall be subject to, amongst others, Your strict compliance with:

- 3.3.1 the terms and conditions of the Agreement;
- 3.3.2 Our policies and procedures as amended from time to time.
- 3.4 Your ongoing registration as a User is conditional upon Your continued compliance with 3.3.1 up to and including 3.3.2.
- 3.5 Your Login Details are unique to You and You accept and undertake that You will:
  - 3.5.1 not share Your Login Details with any other Person;
  - 3.5.2 not transfer Your account to any other person;
  - 3.5.3 strictly maintaining the confidentiality of Your Login Details;
  - 3.5.4 ensure that there is no unauthorised access to the Platform using Your Login Details.
- 3.6 Should You become aware of or suspect any unauthorised access to Your Account then in such an event You undertake to immediately notify Us of such unauthorised access and to take all reasonable and necessary steps to mitigate any resultant loss or harm.
- 3.7 You agree that that once the correct Login Details to Your account have been entered, irrespective of whether the use of the Login Details is unauthorised or fraudulent, You will be liable for payment for any Order for Services placed using Your Login Details.
- 3.8 We reserve Our right to terminate unconfirmed and/or inactive accounts. In addition, We, at Our sole and absolute discretion, reserve the right to refuse access to the Platform and/or terminate all or part of the Our Services to You for any reason whatsoever.
- 3.9 Once registered You agree that You will not, whether directly or indirectly, attempt or otherwise do any of the following:
  - 3.9.1 copy or reproduce the Platform;
  - 3.9.2 remove, modify or destroy any copyright, trademark or other proprietary marking on the Platform;

- 3.9.3 modify, reverse engineer or disassemble the Platform;
- 3.9.4 decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the Platform;
- 3.9.5 create, translate or otherwise prepare derivative services based upon the Platform;
- 3.9.6 interfere with or disrupt the integrity or performance of the Platform;
  - 3.9.6.1 attempt to gain unauthorised access to the Platform;
  - 3.9.6.2 assign, sell, resell, license, rent, lease, distribute or otherwise transfer the rights granted to the User under this Agreement;
  - 3.9.6.3 circumvent or manipulate Our fee structure, the billing process;
  - 3.9.6.4 distribute viruses or any other technologies that may harm the Platform;
  - 3.9.6.5 distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
  - 3.9.6.6 harvest or otherwise collect information about users;
  - 3.9.6.7 use any data mining, robot, spider, other automatic device or manual process to monitor or copy any part of the Platform;
  - 3.9.6.8 use any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Platform;
  - 3.9.6.9 take any action that imposes an unreasonable or disproportionately large load on the Platform;
  - 3.9.6.10 access any area of the Platform to which access is not authorised;
  - 3.9.6.11 use the Platform in a manner that:
    - 3.9.6.12 infringes on the Intellectual Property rights or privacy rights of any third party;
    - 3.9.6.13 causes damage or injury to any Person or property;

- 3.9.6.14 involves the publication of any material that is false, defamatory, harassing or obscene;
- 3.9.6.15 infringe any laws, third party rights or the company's policies and procedures as developed from time to time;
- 3.9.6.16 violates privacy rights or promotes bigotry, racism, hatred or harm;
- 3.9.6.17 allows for any public or commercial exploitation which includes the use of the Platform;
- 3.9.6.18 probe, scan or test the vulnerability of the Platform; or
- 3.9.6.19 breach security or authentication measures without proper authorization.

#### 4. **OUR SERVICES**

We may in Our sole discretion terminate, suspend and modify the Platform and/or Our Services, with or without notice to the You and You agree and accept that We will not be liable to You in the event that We choose to suspend, modify or terminate the Platform and/or all or some of Our Services.

#### 5. **CONSUMER PROTECTION ACT**

- 5.1 To the extent that the User is a consumer as defined in terms of the CPA then in such event You are hereby made aware that this Agreement contains provisions that:
  - 5.1.1 may limit Our risk or liability;
  - 5.1.2 may create risk or liability for the User;
  - 5.1.3 may compel the User to indemnify Us in certain circumstances.
- 5.2 If there is any provision in this Agreement that the User does not understand, it is the responsibility of the User to request Us to explain such provision before registering as a User.
- 5.3 Nothing in this Agreement is intended to, or must be understood to lawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either You or Us in terms of any applicable laws. To the extent that any

provision of this Agreement expressly conflicts with any law which is applicable to You or Us, the provisions of such law shall prevail, unless otherwise agreed and such agreement is permitted in law.

## 6. **COOKIE POLICY / TRACING TECHNOLOGY**

The Platform may use cookie and tracking technology depending on the features offered. Cookies and tracking technologies are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Platform, and understanding how visitors use the Platform. Cookies can also help to customise the Platform for visitors. Personal Information cannot be collected via cookies and other tracking technologies, however, if You previously provided Personal Information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## 7. **YOUR CONTENT**

- 7.1 You are solely responsible Your Content and any consequences that may result from the use of Your Content.
- 7.2 We have the right (but not the obligation), in Our sole discretion and without notice, to delete Your Content should We in Our sole discretion consider such content to be in breach of this Agreement.
- 7.3 Your Content must be submitted in the format and detail determined by Us from time to time.
- 7.4 You represent and warrant that Your content:
  - 7.4.1 will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
  - 7.4.2 will not be defamatory, libellous, hateful, racially, ethnically, religiously, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to the any third party;
  - 7.4.3 is not harmful to minors;
  - 7.4.4 will not be obscene;

- 7.4.5 will not include incomplete, false or inaccurate information;
- 7.4.6 will not contain any viruses, worms, spyware, adware or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- 7.4.7 will not contain any information that may be considered confidential, proprietary or personal insofar as it relates to a third party;
- 7.4.8 will not violate any law, including but not limited to, those governing export control, consumer protection, unfair completion or false advertising;
- 7.4.9 will not incorporate materials from a third party website, or personal information of third parties where You do not have the authority to use such information;
- 7.4.10 will not contain or constitute any unsolicited or unauthorised advertising;.
- 7.5 Your registration as a User and Your use of the Platform does not in any way constitute an endorsement by Us of Your Content.
- 7.6 We will not be responsible for any loss, theft, or damage or any kind to any of Your Content.

## 8. **COLOUR ACCURACY / PRINTING**

- 8.1 We print to industry ISO standard.
- 8.2 It is important to note that colour may vary from what You see on screen as a screen displays in RGB and printing is in CMYK colour space. Therefore under no circumstances will a reprint be honoured for colour variations that have occurred due to artwork not being converted to CMYK.
- 8.3 Where You have not submitted Your artwork content ("Artwork") in CMYK mode in accordance with the format requirements, We shall be entitled to convert the Artwork to ensure it complies with the format requirements. In these circumstances, the liability for any resulting colour deviations lies solely with You. By transmitting the Artwork in any other mode than the

specified CMYK mode, You acknowledge and agree that the conversion is carried out at Your own risk.

- 8.4 Where You have submitted files with low resolution images not in accordance with the format requirements, the liability for any resulting poor image quality lies solely with You.
- 8.5 Where You have submitted files without the required bleed (bleed being printing that goes beyond the edge of where the printed product will be trimmed) as per the format requirements, the liability for either the white of the paper showing and not being trimmed off and/or the work needing to be trimmed smaller to accommodate no bleed lies solely with You.
- 8.6 Where You have placed text too close to edge, not allowing for at least 3mm gap to the edge of the sheet, the resultant cutting off of text lies solely with You.
- 8.7 Whilst Our pre-flight department does basic checks on all submitted Artwork files before printing, You are still 100% responsible for the accuracy of the print-ready artwork files submitted, and it is Your responsibility to check all aspects and to proofread all files carefully before submitting any files for print. We are not responsible for any issues arising relating to orientation or alignment of the pages of any submitted Artwork.
- 8.8 By submitting the artwork to us, You certify that You have the right to use the image(s) in their Artwork files.
- 8.9 We are NOT responsible for loss or damage of images or Artwork if the font was not converted to curves and images were not embedded.
- 8.10 You acknowledge and agree that, due to the inherent nature of the printing process, We cannot and do not in any way guarantee that:
  - 8.10.1 Your goods specification data and the finished goods will be an exact match in colour; and
  - 8.10.2 Where the order or goods are produced using full colour printing (also known as process colour or CMYK printing) that all or any Pantone Colours (also known as spot colours) will be accurately reproduced.

- 8.10.3 We do not guarantee that there will not be minor deviation in colour between (including but not limited to):
- 8.10.3.1 colour proofs and finished goods;
  - 8.10.3.2 two or more orders
  - 8.10.3.3 current and previous orders;
  - 8.10.3.4 the single sheets of one order; or
- 8.10.4 There won't be minor deviations in cutting or folding from folded/unfolded finished formats
- 8.10.5 Production times only start once You have approved the email or hardcopy proof.

## 9. **PROOFS**

- 9.1 If requested, an online digital proof will be made available or emailed for Your review after We have received your files for print.
- 9.2 Jobs with proof requests will not be sent to press without Your approval unless the proof approval is explicitly waived. We are not liable for delays in the order caused by Your non-approval of the proof or waiting for the proof to be approved.
- 9.3 You accept that an online proof is not an accurate colour reproduction of the final printed piece. It is the final opportunity for You to check all aspects of the job including but not limited to: size, layout, bleeds, crops, ensuring high resolution images are used, ensuring RGB is converted to CMYK, and final text. Electronic proofs do not show transparency and overprint issues nor do they show colour change from RGB to CMYK.
- 9.4 The proof must be treated as independent from the original submitted file and thoroughly reviewed prior to approval. It should be checked against the original file for possible errors in size, layout, copy, spacing, punctuation or image placement. You are fully responsible for all that is contained in the final approved proof.

- 9.5 Delivered plotter proofs show reasonable likeness to the final printed pieces. Delivered plotter proofs are printed on a bond paper using inkjet inks which differs from the actual stock or substrate and the inks used of the final product.
- 9.6 FOGRA proofs are recommended for colour-critical artwork and must be requested by You when the print order is made. FOGRA's are only 95% accurate on coated stocks/substrates and 80% accurate on uncoated stocks/substrates.
- 9.7 You must ensure you have read and understood your responsibilities to check all aspects of the job including size, number of pages and cover, page order, all content and that the colour is a close representation of what you require.
- 9.8 Whilst our prepping department does basic checks on all submitted artwork files before printing, You are still 100% responsible for the accuracy of the print-ready artwork files submitted, and it is Your responsibility to check all aspects and to proofread all files carefully before submitting any files for print. We are not responsible for any issues as to orientation or alignment of the pages of any submitted artwork.
- 9.9 Any additional proofs above an email proof done, will be charged for. The request for a delivered plotter proof will extend the amount of time needed to complete the job. The job can only proceed to print once You have signed and returned the signed off hard copy proof or sent approval via email. In the case of an emailed proof, We will only proceed to print once an email approval is received.
- 9.10 Where We have produced a proof for You, You acknowledge and accept that such plotter or digital proof is merely illustrative of the final product to be produced by Us and We shall have no liability to You for slight variations in the final product from the proof supplied.
- 9.11 In the event that You notify Us that You wish to proceed with the order without correcting any defects in the Artwork, You do so at Your own risk. Once approved by You, We hold no responsibility whatsoever for any errors incurred.

- 9.12 If additional costs arise due to the inaccuracy of the Artwork, these will be borne by You.
- 9.13 After the order is placed, You will only be entitled to make changes to the order provided that You remain liable for any additional costs incurred by Us in making such changes.
- 9.14 Plotter proofs or hardcopy digital proofs will not have any special finishing on them that the final job will have.
- 9.15 When proofs larger than what can be produced on Our Indigo A3 digital presses are required, these are printed on larger inkjet plotters on bond paper but must still be checked in terms of all other aspects (refer to point 9.3) to ensure its correct before signing off to go to print. Colour accuracy from plotter proofs are only 85% for coated and even 70% for uncoated stocks.
- 9.16 For proofs that are a size that can be run on the A3 digital presses, a hardcopy is printed on the Indigo to resemble as close as possible the final product in terms of colour and stock. Colour accuracy of this proof is approx. 90% for coated and 85% for uncoated stocks
- 9.17 When You are on the specifications of the product page of the Platform, You must simply click on the “Hardcopy proof required” which has a dotted underline and more detail will pop up. You must read this to avoid any misunderstanding.

## 10. **PAPER AND SUBSTRATES**

- 10.1 Stickers and roll labels have not been approved for safety for use on food packaging or for direct contact with food. Do not apply stickers and roll labels to already frozen materials or have the labels/stickers exposed to any chemicals.
- 10.2 Where a paper or substrate has been specified but is not available for any reason whatsoever, We reserve the right to use the closest suitable alternative.

## 11. **OVER-SUPPLY AND UNDER-SUPPLY POLICY**

You agree that an over-supply or under-supply not in excess of 10% (ten percent) of the products ordered may be produced, and that it shall be liable for payment of all quantities so supplied.

## 12. **EXPORT CONTROL LAWS**

You understand and agree that the software, Our Services and Your Content may be subject to import and export control laws and regulations of the Republic of South Africa or the country in which you are situated. You undertake to adhere to all applicable laws and regulations and agree not to, without prior authorisation from the government of the Republic of South Africa or of such other country which is applicable, directly and/or indirectly export, re-export and/or transfer the software and Our Services to any other country in contravention of such laws and regulations.

## 13. **COMMUNICATION**

13.1 Any and all Communication in relation to the Services must be conducted through the text functionality provided on the Platform.

13.2 We may read all correspondence posted to the Platform and download or access, and test (if necessary), all uploaded files, programs and websites related to Your use of the Platform for the purpose of investigating fraud, regulatory compliance, risk management and other related purposes

## 14. **CHARGES**

14.1 We charge fees for certain of Our Services.

14.2 When You use a Service of Ours that is subject to a Charge, you have an opportunity to review and accept the Charge in terms of the quotation generated on the Platform.

14.3 Unless otherwise stated, all Charges are quoted in South African Rand and all charges are exclusive of VAT.

14.4 If You believe that a purchase of Yours from Us should be zero rated for VAT purposes, You will notify Us immediately following receipt of an Order for Service confirmation and the confirm the reasons. We will investigate such claim and if We consider (acting reasonably) that such purchase

should be zero rated, We shall reimburse You for any overpayment made in respect of VAT.

- 14.5 If You are registered for VAT purposes, You must provide Us with a valid VAT registration number at the time of placing an Order for Service. We are entitled to retain such information and apply this VAT registration number to any subsequent order until We are notified by You in writing that the VAT registration number is no longer valid.
- 14.6 Our Charges become due and payable as indicated on the quotation generated.
- 14.7 Payment may be made via credit card/payment gateway infrastructure or direct electronic transfer (EFT).
- 14.8 The risk of payment by You to Us by any means rests with You.
- 14.9 As an overriding proviso it is recorded that the provision of Our Services are subject to availability.
- 14.10 An Order for Services may not be cancelled once the order is placed and payment has been made.
- 14.11 Cancellation of orders in circumstances other than 14.10 by You will attract either the cost of the production in relation to the Order for Services or an administration fee equal to 20% of the Order for Services, whichever is the highest.
- 14.12 Save as is set out below in 14.15, refunds will only be permitted in Our sole, unfettered, and absolute discretion, and only in limited circumstances, at Our discretion.
- 14.13 Claims under this Agreement shall only be entertained if You have, within 30 days of the alleged breach or defect occurring given Us 30 (thirty) days written notice to rectify any alleged defect or breach of the agreement. Full details of the alleged breach or defect must be given as well as photographs. The so-called defective goods must be returned at Your cost to Us for inspection within 5 (five) days of lodging the complaint.

14.14 Any refunds agreed to by Us shall be in the form of user's credit redeemable only on the Platform.

14.15 Only in the event of printed items being defective due to the printing process or if damaged during shipping, may an Order for Services be eligible for a refund other than set out above, in which event you must contact our customer support website or the email set out below, within 14 days from the date of receipt of the goods.

15. **INDEMNITY**

You indemnify Us (and Our officers, directors and Resellers and licensors) against any claim or demand, including legal fees and costs, made against Us by any third-party due to or arising out of Your breach of this Agreement, or Your infringement of any law or the rights of a third party in the course of using the Platform.

16. **INTELLECTUAL PROPERTY**

You acknowledge and accept that You have no rights, of whatsoever nature in and to Our Intellectual Property.

17. **NO WARRANTY AS TO FUNCTIONALITY**

17.1 The Platform is a dynamic time-sensitive online platform. As such, information on the Platform will change frequently.

17.2 Having accepted the above the You accept that the Platform and all content on it are provided on an "as is", "with all faults" and "as available" basis and without warranties of any kind either express or implied. Without limiting the foregoing, we make no representation or warranty about:

17.2.1 the accuracy, reliability, availability, veracity, timeliness or content of the Platform;

17.2.2 whether the Platform is up-to-date or error-free;

17.2.3 whether defects will be corrected;

- 17.2.4 whether the Platform or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Platform;
- 17.2.5 the software or infrastructure on which the Platform is based being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function;
- 17.2.6 In an attempt to provide increased value to Our users, We may provide links to other websites or resources. You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including, without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

18. **LIMITATION OF LIABILITY**

- 18.1 The use of the Platform is entirely at Your own risk and You assume full responsibility for any damage or loss resulting from the use of Our Services.
- 18.2 We cannot be held liable for any inaccurate information published on the Platform or any incorrect pricing structures displayed on the Platform save where such liability arises from the gross negligence or wilful misconduct of Us, our employees, agents or authorised representatives.
- 18.3 We shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from Your use of, or reliance upon, the Platform.
- 18.4 Your indemnification of Us shall cover all legal actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be brought against Us or incurred or become due and payable by Us arising from or in respect of Your use of the Platform and Our Services.

19. **CREDIT BUREAUX**

You authorise Us, subject to any applicable laws, to access from a credit bureaux which is a member of the Credit Bureau Association and subscribe to its Code of Conduct ("credit bureaux"), Your personal information concerning financial risk and payment habits ("payment profile") for purposes of fraud prevention and debtor tracing, and to disclose information regarding Your payment profile to such credit bureaux.

20. **DISPUTES**

20.1 Should any dispute, disagreement or claim arise between the Parties (Dispute) concerning this Agreement, the Parties shall endeavour to resolve the Dispute by negotiation.

20.2 One of the Parties shall invite the other in writing to meet and to attempt to resolve the Dispute by negotiation ("Negotiation"), within 15 calendar days from the date of the written invitation.

20.3 If the Dispute has not been resolved by Negotiation within 15 calendar days of the commencement thereof, then the Parties shall submit the dispute, for final resolution, to arbitration ("Arbitration") before an arbitrator ("Arbitrator").

20.4 The Arbitrator shall be such Person as is agreed upon by the Parties. If the Parties fail to reach agreement regarding the appointment of the Arbitrator within 5 Business Days after the dispute has been submitted to Arbitration, any of the Parties may request the Chairperson for the time being of the Johannesburg Bar Council to appoint the Arbitrator, who shall be, if the question in issue is:

20.4.1 primarily an accounting matter, an independent chartered accountant of not less than 15 years standing;

20.4.2 primarily a legal matter, a practising attorney or advocate of not less than 15 years standing; and

20.4.3 any other matter, a suitably qualified Person,

and the Parties shall be bound by such appointment.

- 20.5 The Uniform Rules of Court (Rules) shall apply to the arbitration mutatis mutandis.
- 20.6 Each Party shall be entitled to appeal against the award of the Arbitrator.
- 20.7 The provisions of this clause:
- 20.7.1 constitute an irrevocable consent by the Parties to any Dispute being resolved by Negotiation or Arbitration, and no Party shall be entitled to withdraw therefrom, or claim at any stage of the proceedings that it is not bound by such proceedings;
- 20.7.2 are severable from the rest of this Agreement and shall remain in effect despite the invalidity for any reason of this Agreement or any part thereof; and
- 20.7.3 shall not preclude any Party from seeking any urgent and/or interim relief from any court of competent jurisdiction.

## 21. **RELATIONSHIP**

This Agreement does not constitute any of the parties as an agent or representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

## 22. **PROMOTION**

We may display Your business name, logo, images or other media as part of the Platform and/or other marketing materials relating to the Platform, except where You have explicitly requested that We do not do this.

## 23. **POLICIES AND PROCEDURES**

- 23.1 It is important for the User to read and understand all of Our policies and procedures as they provide the rules for accessing and using the Platform.
- 23.2 Our policies and procedures, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to the use of the Platform, including but not limited to Our:

23.2.1 Privacy Policy posted on <https://onlineprinshop.printitza.co.za> or such other URL as notified to the User, as amended from time to time;

23.3 Each of these policies may be changed from time to time. Changes take effect when We post them on the Platform.

23.4 When using a particular part of Our Service on the Platform, You are subject to any posted policies or rules applicable to the Platform and Our Service that You have accessed through the Platform. All such policies or rules are incorporated into this Agreement.

## 24. **ABUSING THE PLATFORM**

24.1 We reserve to the greatest extent possible all rights, without limiting any other remedies, to:

24.1.1 limit, suspend or terminate Your access to and use of the Platform;

24.1.2 remove/delete Your Content.

24.2 Without limiting the reasons for taking the aforementioned actions, conduct giving rise to this response could include:

24.2.1 use of the Platform for any illegitimate or non *bona fide* purpose;

24.2.2 infringing the intellectual property rights of third parties;

24.2.3 acting inconsistently with the letter or spirit of any of Our policies;

24.2.4 abuse of any of Our staff members including inappropriate or unreasonable communications;

24.2.5 any attempt to use the Platform or Our Services for any objectionable purpose.

## 25. **ELECTRONIC COMMUNICATION**

Any communication which is required to be “in writing” in terms of this agreement shall include a communication which is written or produced by any substitute for writing or which is partly written or partly so produced, and shall include printing, typewriting, lithography and electronic mail and any form of electronic communication contemplated in the ECTA.

26. **TERM AND TERMINATION, SUSPENSION AND OTHER MEASURES**

26.1 This Agreement shall be effective until such time as Your Login Details are removed from the Platform.

27. **GENERAL**

27.1 The expiration or termination of this Agreement does not affect such of its provisions which of necessity shall continue to apply after such expiration or termination. No Party may rely on any representation which allegedly induced that party to enter into this Agreement, unless the representation is recorded herein.

27.2 No relaxation or extension which any Party may grant to the other Party to perform its obligations in terms of this Agreement shall prejudice or shall constitute an abandonment or novation of the first-mentioned Party's rights in terms of this Agreement.

27.3 No agreement varying, adding to, deleting from or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement shall be effective unless in writing and signed by or on behalf of the parties

27.4 We may transfer Our rights and obligations under this Agreement to another organisation, but this will not affect Your rights in terms of this Agreement.

27.5 You may only transfer Your rights or obligations under this Agreement Terms to another person if We agree thereto in writing.

27.6 The Agreement is deemed to be concluded at Our principal place of business.

27.7 The various documents forming part of this Agreement are to be taken as mutually explanatory. In the event of any conflict or inconsistency the provisions contained in the main body of the Agreement shall prevail.

27.8 If You have any questions about this user agreement or if You wish to report breaches of this user agreement, please contact us by using our customer support website or emailing us at [sales@printit.co.za](mailto:sales@printit.co.za).