

THE WEBSITE TERMS AND CONDITIONS

ABOUT THE COMPANY

1. Sithabile Technology Services Pty Ltd (referred to as "Sithabile", "we", "our" or "us" in these terms) is a South African company with registration number 2004/009201/07. Our registered office is situated at Unit 8, Cambridge Commercial Park, Witkoppen Road, Paulshof, Sandton. For more information about our company, please see our PAIA Manual.
2. These website terms and conditions apply:
 - (a) to every person who uses our website for any purpose whatsoever; and
 - (b) with the additional clauses set out below, to each of the websites of our business units and affiliates.
3. We refer to each business unit or affiliate as "we", "us", or "our". The user of the website who may be a customer but need not be a customer, will be referred to as "you" or "your".
4. Our websites' addresses are www.sithabile.co.za

TERMS AND CONDITIONS

5. In addition to these WEBSITE TERMS AND CONDITIONS, each service that we provide and each product that we offer is subject to the GENERAL TERMS AND CONDITIONS that are included on that service or product website. They also apply to the terms of use of the website and are binding on you. Please ensure you have read and understood the GENERAL TERMS AND CONDITIONS which deal with the description of the services, price and payment, delivery, your obligations, and termination procedures and rights.
6. Please also see our PRIVACY POLICY which tells you about how we will use your personal information if you give this to us, and if you are ordering services and products.
7. Each website is provided primarily for advertising, providing information about the services or products, or for placing an order and completing a purchase. You may not use the website and information contained in it for any other purpose.

AGREEING TO THE TERMS AND CONDITIONS

8. By accessing and using our website, you are agreeing to be bound by these terms and conditions, so please ensure that you read them and understand them. If you have any questions, please do let us know by emailing us legal@sithabile.co.za. Do not use the websites if you do not agree to these terms.
9. If we make changes to our website which we may do from time to time, and you keep using our website with the changes, you will be taken to have accepted the changes and how they affect you.
10. You should be 18 years old or have permission to use our website from your parents if you are not 18 years old. You will be bound by these terms and conditions when you use the website whether or not you have permission.

ACCESS TO THE WEBSITES

11. Our websites may be accessed at any time although they may not be available if there is a storm, high winds or other weather conditions that affect technology or connectivity, or if the technology partners we rely on for connectivity including the telecommunications operators, do not provide us with service or have interrupted service.
12. There is no fee to access the website although if you order services or products you will have to pay the charges that apply for those services and products under the GENERAL TERMS AND CONDITIONS applying to those services or products.
13. Our websites may not be up and running if we are carrying out essential maintenance or upgrades.
14. Our websites are connected to and made available over the Internet. Using the Internet is inherently risky. We make no representations nor do we give any warranty whatsoever about the reliability, stability or virus-free nature of our website and any materials displayed on it or linked to it.
15. To the maximum extent permitted by applicable law, we disclaim all representations, warranties and covenants relating to the data, information, software, products and services contained in our websites, and we exclude implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.
16. All data, information, software, products and services on the websites are provided "as is". If you use our websites you accept these risks.
17. Our websites may contain links to websites or content or Internet resources of other companies or third parties which are provided solely as a convenience to you. We do not endorse any of the linked websites' content or resources and we cannot give any guarantee that those links will work properly or at all.
18. If our websites allow you to do this, once you have created an account, you must keep all the details enabling access to the account safely and not allow others to access your account without your permission.
19. Our services and range of products may change from time to time with technology advances and trends in the market. You should not rely on the website information alone to make your selection of a service or a product, and you should know that a photograph of a product and the colour or size of it in that photograph may not be exactly the same as the actual product provided to you.
20. The charges for services and products that are published on the website may be subject to change if we introduce a promotion or discount, or if we make a bundle of services available. You should ensure that you have checked the charge for services and products and that the type of service and product suits your needs before you place an order.
21. Sithabile takes reasonable steps to ensure that the services, products and prices are accurately reflected on the websites but if there are any errors in the way that either the services, products or the prices are described, Sithabile will not be liable for those errors and your sole remedy shall be to request a cancellation of your order.

MONITORING AND REPORTING

22. We may monitor use of our websites for purposes of assessing the level of use or interest in our products and services; to identify whether changes need to be made;

to determine whether your use is lawful; and if we are required to do so by law, then under a court order or a warrant.

23. It is a serious offence under the Cybercrimes Act, 2020, to commit cybercrime and to use our websites, services, products or any of them for malicious communications or activities that include unlawful access to, interception of, and interference with data or computer programmes and systems; cyber fraud, forgery and uttering, extortion, and aggravated offences; dissemination of data messages which incite or threaten persons with damage to property or violence, or to disclose intimate images of a person. We will not hesitate to report your conduct to the police if you use our websites or any services that we provide to you, for any of these purposes.
24. We may use cookies which are small files containing information that is stored on your computer, that we may access to provide you with specific information for your search results.

LIABILITY AND INDEMNITY

25. You indemnify us against the consequences of any breach by you of these terms and conditions, or any claim, loss or damage as a result of content uploaded by you or transmitted or displayed through or on our website, or the use of our products and services that is not in accordance with the GENERAL TERMS AND CONDITIONS.
26. We will not be liable for any direct, special, indirect, incidental or consequential loss (including among other things, loss of revenue or profits) and we will not be liable for punitive or exemplary damages of any kind (whether based on breach of contract, delict, negligence, strict liability or otherwise) to the greatest extent permitted by law and whether or not such damages arise out of, for example:
 - (a) any transaction concluded between us pursuant to these or other terms and conditions;
 - (b) access to or use of our websites or any of them, or delay or inability to access or use our websites or any of them;
 - (c) use of links or access through links to any other website, content or resource;
 - (d) errors in prices displayed or information contained on our website including the colour, dimensions or other characteristics of products;
 - (e) the availability and utility of the transaction and payment mechanism if we have any online payment system; and
 - (f) your unlawful use of the websites, or our services or products.

LIMITATIONS ON USE

27. You may not post, upload, or transfer to our websites (by any means) any message or other content which is (and this list is not a closed list) obscene, offensive, racist, pornographic, harmful to children, vulgar, misleading, defamatory, inaccurate, illegal, constitutes unsolicited advertising or contact, or is in breach of any copyright laws or other restrictions on your use of intellectual property belonging to third parties.
28. In addition, you may not do anything that will or would tend to cause any interference to the operation of our websites, or the use by others of our websites, or that may or that does have the effect of damaging our websites or any software that operates behind our websites or that operates or controls any part of our websites.

29. You may not link the websites or any content on them to any other website or page from another website without our express written permission.
30. Your use of or access to our websites must not abuse the rights of others or result in abuse. "Abuse" includes uploading or downloading any virus, bots or corrupt files; or transmitting or posting the confidential information including trade secrets or personal information of any other person without their and our consent. It also includes overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" our websites; or deliberately creating an unacceptable load.
31. You may not use our websites for your commercial or personal gain.

INTELLECTUAL PROPERTY

32. We own or are licensed to use and display all trademarks, trade names, logos, patents, source code, html links, embedded links, and information about our services and devices, and our company. You may only view this information or use the parts of it that are downloadable to print them, but you will not gain any rights to that material by accessing, printing or downloading it. If you breach this clause we will act against you in a court of law to protect our property, as this is valuable to the company and to those third parties who have allowed us to use it for our websites.

TERMINATION

33. If you do not comply with these terms and conditions and the GENERAL TERMS AND CONDITIONS, we may suspend or terminate your right to access and use the websites through an account and any account you create subsequent to registration by you and approval by us, will be closed permanently.
34. On suspension or termination of your access, you must immediately discontinue use of our websites, and destroy any copies you have made of any of the content.

OTHER LEGAL MATTERS

35. If you have to give us notice for any reason, you can do so by sending an email to one of the addresses indicated and you must use a 'read receipt' as that will be the proof that your email has been delivered to us; or you may send a written notice to us using a courier, to Unit 8, Cambridge Commercial Park, Witkoppen Road, Paulshof, Sandton, for the attention of the Chief Executive Officer. If delivered by courier, your notice will be deemed to have been received on the date indicated on the courier delivery note.
36. These terms and conditions, their application and interpretation and any dispute in relation to them are governed by the laws of the Republic of South Africa and you submit to the exclusive jurisdiction of the Randburg Magistrate's Court, regardless of the quantum of the matter.