

TERMS AND CONDITIONS

(PLEASE READ OUR WEBSITE(S) TERMS AND CONDITIONS OF USE BEFORE CONTINUING TO BROWSE OR ORDER / USE SERVICES ON OUR WEBSITE(S).

THE USE OF OUR WEBSITE(S) IS GOVERNED BY THE TERMS AND CONDITIONS STIPULATED BELOW. BY USING ANY OF OUR WEBSITE(S) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS, INCLUDING ANY PRIVACY STATEMENTS (WHICH ARE DEEMED TO BE INCORPORATED IN THE TERMS AND CONDITIONS) THAT APPEAR ON THIS AND/OUR WEBSITE(S) INCLUDING ANY AMENDMENTS THERETO.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST IMMEDIATELY CEASE BROWSING OUR WEBSITE(S).

This Agreement ("Terms") sets out the terms and conditions that govern your use of **KDBS Consulting (Pty) Ltd** products and services (such as website services), as well as any other services and/or goods offered by **KDBS Consulting (Pty) Ltd** We hope that you find this information helpful.

By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites:

1. and such other URLs that we may indicate from time to time ("Website(s)"), which are incorporated by reference into these Terms: Privacy Policy, POPI Website Policy, Website Terms of Use, and any other policy as is made available on our Website(s) from time to time ("Policies").
2. If your service and/or product is being paid for by a third party (such as a subsidiary/related company), then you will be bound by all provisions in these Terms (including payment provisions), however, we may enter into a separate agreement with the aforesaid to govern payment for the services and/or goods on your behalf, as well as to govern the receipt of certain information in relation to your completion of the services and/or goods.

1. Introduction

- 1.1 Our website(s) can be accessed at <https://www.kdbselections.com/> (the “**Website**”) and is owned and operated by **KDBS Consulting (Pty) Ltd** (“**KDBS Consulting**”, “**we**”, “**us**” and “**our**”).
- 1.2 These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale, and delivery of services and/or goods and the use of our Websites(s).
- 1.3 These Terms and Conditions are binding and enforceable against every person that accesses or uses our Website(s) (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). **By using our Website(s) and by clicking on the “Register Now/Sign Up” button on our Websites, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.4 **KDBS CONSULTING** allows approved third-party service providers to list and sell their services on our Website(s) (each a “**Third Party Seller**”). Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers, and others only apply to purchases from **KDBS CONSULTING**. This will be made clear in the relevant clause(s).

2. Important Notice

- 2.1 These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
- 2.2 Further, these Terms and Conditions sets out the Protection of Personal Information Act, 4 of 2013 compliance measures (“**POPI**”).
- 2.3 **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**
 1. **may limit the risk or liability of KDBS CONSULTING or a third party; and/or**
 2. **may create risk or liability for the user; and/or**
 3. **may compel the user to indemnify KDBS CONSULTING or a third party; and/or**
 4. **serves as an acknowledgement, by the user, of a fact.**
- 2.4 **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 2.5 If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask **KDBS CONSULTING** to explain it to you before you accept the Terms and Conditions or continue using our Website(s).
- 2.6 Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation, as the case may be, created for either you or **KDBS CONSULTING** in terms of the law.
- 2.7 **KDBS CONSULTING** permits the use of our Website(s) subject to the Terms and Conditions. **BY USING OUR WEBSITE(S) IN ANY WAY, YOU SHALL BE DEEMED TO**

HAVE ACCEPTED ALL THE TERMS AND CONDITIONS UNCONDITIONALLY. You must not use our Website(s) if you do not agree to the Terms and Conditions.

3 Refunds

- 3.1 This policy applies to the return of goods and/or services, bought from us, **KDBS CONSULTING** (“**KDBS CONSULTING**”) by you (“the consumer”).
- 3.2 **KDBS CONSULTING** does not provide refunds unless in accordance with the applicable legal provisions and/or instead offers the consumer with credit on his/her account to be used on any future service requirements as provided for by **KDBS CONSULTING**.
- 3.3 All refunds are subject to internal Anti-money laundering protocols.
- 3.4 All refunds may be subject to incidental costs (e.g., bank charges etc), which will be withheld from the refund amount.
- 3.5 **KDBS CONSULTING** reserves the right to determine the value of such credit.
- 3.6 You must ensure that you present your original tax invoice or other proof of purchase when returning services and/or goods.
- 3.7 Where the services and/or goods in question are not defective or where you do not have a statutory right to return goods, **KDBS CONSULTING** may, in its sole and absolute discretion, elect to accept returns and replace the services and/or goods in question or refund the consumer. Where **KDBS CONSULTING** does so, this is done so in good faith. It is not an admission of liability, nor should it be taken as an acknowledgement that the **KDBS CONSULTING** will accept similar returns on the same basis in the future.
- 3.8 **KDBS CONSULTING** is only bound to accept the return of services and/or goods when it is required to do so in terms of the relevant law, including in terms of the Consumer Protection Act 68 of 2008. In any other case,
- 3.9 **KDBS CONSULTING**:
 - 3.9.1 does so in its sole and absolute discretion in each instance; and
 - 3.9.2 may, in its sole and absolute discretion, elect whether to replace the services and/or goods or refund the consumer.
- 3.10. Collection or acceptance of refunded/returned services and/or goods by **KDBS CONSULTING**, even where the consumer believes it has a statutory right to return goods, does not constitute acceptance of liability by the **KDBS CONSULTING**.

Notwithstanding the above, kindly note that all refunds will be processed within 30 days from receiving the required documentation from the Client.

4 Errors

- 4.1 The information contained on our website(s) and the services provided by any employee, subcontractor, agent and/or representative of **KDBS CONSULTING** is presented “as is” and may include technical or legislative inaccuracies, typographical errors or errors pertaining to any applicable industry related requirements. **KDBS CONSULTING** reserves the right to make additions, deletions, or modifications to the information or to the services provided at any time without any prior notification.

4.2 **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of services and/or Goods on our Website(s). However, should there be any errors of whatsoever nature on our Website(s) (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.**

4.3 **KDBS CONSULTING** shall not be bound by any incorrect information regarding our services and/or Goods displayed on any third-party websites.

5 Changes to these Terms and Conditions

5.1 **KDBS CONSULTING** may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, our Website(s).

5.2 Any such change will only apply to your use of our Website(s) AFTER the change is displayed on our Website(s). If you use our Website(s) after such amended Terms and Conditions have been displayed on our Website(s), you will be deemed to have read and accepted such changes.

6 Ownership and copyright

6.1 The contents of the Website(s) and/or, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs, and service marks which are displayed on or incorporated in our Website(s) and/or ("**Website Content**") are protected by law, including but not limited to copyright and trademark law. our Website(s) Content is the property of **KDBS CONSULTING**, its advertisers and/or sponsors and/or is licensed to **KDBS CONSULTING**.

6.2 You will not acquire any right, title, or interest in or to our Website(s) or our Website(s) Content.

6.3 Any use, distribution or reproduction of our Website(s) Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

6.4 Where any of our Website(s) Content has been licensed to **KDBS CONSULTING** or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

7 Disclaimer

- 7.1 **The use of our Website(s) is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of our Website(s) or reliance on any information on our Website(s).**
- 7.2 Whilst **KDBS CONSULTING** takes reasonable measures to ensure that the content of our Website(s) is accurate and complete, **KDBS CONSULTING** makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of our Website(s) or as to the accuracy, completeness, or reliability of any information on our Website(s). If any such representations or warranties are made by **KDBS CONSULTING** representatives, **KDBS CONSULTING** shall not be bound thereby.
- 7.3 **KDBS CONSULTING rejects liability for any damage, loss, or expenses, whether direct, indirect, or consequential in nature, arising out of or in connection with your access to or use of our Website(s) and/or any content therein unless otherwise provided by law.**
- 7.4 Any views or statements made or expressed on our Website(s) are not necessarily the views of **KDBS CONSULTING**, its directors, employees and/or agents.
- 7.5 The views, opinions, discussions, recommendations, comments, teachings, findings, advice, criticism and/or any actions taken relating to the purchase, transfer of any of the above related services and/or products are those of **KDBS CONSULTING** only and do not reflect nor do they represent that any official legislation, regulations, policies, or positions are fully complied with.
- 7.6 Although **KDBS CONSULTING**, its employee, subcontractors, agent and/or representatives always strive to provide information on the background, procedures, advantages, and the responsibilities of the various parties involved relating to this service, we do not warrant the accuracy, effectiveness, and regulatory compliance of any service and/or product provided by **KDBS CONSULTING** has provided, is in the process of providing or will provide in the future.
- 7.7 **In addition to the disclaimers contained elsewhere in these Terms and Conditions, KDBS CONSULTING also makes no warranty or representation, whether express or implied, that the information or files available on our Website(s) are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm, or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or**

wilful misconduct of KDBS CONSULTING, its employees, agents, or authorised representatives. KDBS CONSULTING thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of our Website(s).

8 Limitation of liability

- 8.1 **KDBS CONSULTING cannot be held liable for any inaccurate information published on our Website(s) and/or any incorrect prices displayed on our Website(s), save where such liability arises from the gross negligence or wilful misconduct of KDBS CONSULTING, its employees, agents, or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.**
- 8.2 **KDBS CONSULTING 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, OUR WEBSITE(S) OR THE CONTENT CONTAINED IN OUR WEBSITE(S); OR YOUR INABILITY TO USE OUR WEBSITE(S), AND/OR UNLAWFUL ACTIVITY ON OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.**
- 8.3 **YOU HEREBY INDEMNIFY KDBS CONSULTING AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF OUR WEBSITE(S) AND/OR ANY LINKED THIRD-PARTY WEBSITE.**
- 8.4 **YOU HEREBY INDEMNIFY KDBS CONSULTING AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF CONSULTATIONS OFFERED BY KDBS CONSULTING BEING IT TELEPHONIC, FACE TO FACE OR PER ELECTRONIC COMMUNICATION.**

9 Availability and termination

- 9.1 **We will use reasonable endeavours to maintain the availability of our Website(s), except during scheduled maintenance periods, and are entitled to discontinue providing our Website(s) or any part thereof with or without notice to you.**
- 9.2 **KDBS CONSULTING may in its sole discretion terminate, suspend, and modify our Website(s), with or without notice to you. You agree that KDBS CONSULTING will not be liable to you in the event that it chooses to suspend, modify, or terminate our Website(s) other than for processing any orders made by you prior to such time, to the extent possible.**
- 9.3 **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods and/or Services, this may (in our sole discretion with or without notice to you) lead**

to a suspension and/or termination of your access to our Website(s) without any prejudice to any claims for damages or otherwise that we may have against you.

9.4 **KDBS CONSULTING is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing our Website(s), to blacklist you on its database (including suspending or terminating your access to our Website(s)), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and KDBS CONSULTING, in whole or in part, on notice to you. KDBS CONSULTING shall only be liable to refund monies already paid by you (see KDBS CONSULTING Returns Policy in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.**

9.5 At any time, you can choose to stop using our Website(s), with notice to **KDBS CONSULTING**.

10 Governing law and jurisdiction

10.1 These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of our Website(s) will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications, or the like instituted by either party against the other, arising from any of these Terms and Conditions.

10.2 IN THE EVENT OF ANY DISPUTE ARISING BETWEEN YOU AND KDBS CONSULTING, BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE REGIONAL COURT, BELLVILLE, CAPE TOWN OF THE REPUBLIC OF SOUTH AFRICA NOTWITHSTANDING THAT THE QUANTUM IN THE ACTION OR PROCEEDINGS MAY OTHERWISE FALL BELOW THE MONETARY JURISDICTION OF THAT COURT.

10.3 Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal, or forum of competent jurisdiction.

11 Notices

11.1 **KDBS CONSULTING** hereby selects: Fancourt Office Park, First Floor, Office A, Block 18, Johannesburg, 2169 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). **KDBS CONSULTING** may change this address from time to time by updating these Terms and Conditions.

11.2 You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving **KDBS CONSULTING** not less than 7 days' notice in writing.

11.3 Notices must be sent either by hand, prepaid registered post, or email and must be in English. All notices sent -

11.3.1 by hand will be deemed to have been received on the date of delivery;

- 11.3.2 by prepaid registered post, will be deemed to have been received when we sign acknowledge of such registered delivery notice.
- 11.3.3 by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

12 Information

12.1 For the purposes of the ECT Act, **KDBS CONSULTING** information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on our Website(s):

- 12.1.1 **Full name:** **KDBS CONSULTING (PTY) LTD**, a private company registered in South Africa with registration number 2008/005253/07.
- 12.1.2 **Main business:** Management Consulting
- 12.1.3 **The physical address**
Fancourt Office Park, First Floor, Office A, Block 18, Johannesburg, 2169
- 12.1.4 **Office bearers:** Thobile Thomas
- 12.1.5 **Phone number:** 011 704 1876 ; 061 452 4499 ; 079 880 4018
- 12.1.6 **Email address:** thobile@kdbcs.co.za

13 General

- 13.1 **KDBS CONSULTING** may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of our Website(s) or the user's right to use our Website(s) or any of its contents subject to us processing any orders then already made by you.
 - 13.1.1 You may not cede, assign, or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
 - 13.1.2 Any failure on the part of you or **KDBS CONSULTING** to enforce any right in terms hereof shall not constitute a waiver of that right.
 - 13.1.3 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
 - 13.1.4 No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

- 13.1.5 No indulgence, extension of time, relaxation, or latitude which any party may show grant or allow to the other shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- 13.1.6 These Terms and Conditions contain the whole agreement between you and **KDBS CONSULTING**, and no other warranty or undertaking is valid unless contained in this document between the parties.
- 13.1.7 In the event that you need to contact **KDBS CONSULTING** for purposes related to these Terms and Conditions, please use the following: Email: thobile@kdbs.co.za

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