

By accessing or using techcelerate.co.za or any of its related blogs, websites, applications or platforms (collectively, “**the Website**”), owned by Techcelerate (**Pty**) Ltd. (reg: 2024/578574/07) (“**Techcelerate**”) or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (“**Terms**”), in conjunction with any additional Techcelerate terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Techcelerate.

Please pay specific attention to the BOLD paragraphs of the Techcelerate Terms. These paragraphs limit the risk or liability of Techcelerate, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Techcelerate or is an acknowledgement of any fact by you.

- **Please read these terms carefully before accessing or using the Website or Services. Techcelerate will assume you have read and understood these terms should you continue to access or make use of the Website.**

It is important to note the following:

- The terms “**user**”, “**you**” and “**your**” are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms “**us**”, “**our**” or “**we**” refers to Techcelerate or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 27 October 2021.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

1.1 – Techcelerate provides an online platform providing various services, including but not limited to providing users with information about our great range of products, making purchases of products from us and/or our authorised partners (“**Products**”), learning more about our Reseller Programme and obtaining multi-media content and blogs (collectively, the “**Services**”).

1.2 – These Terms explain the conditions applicable to how users must make use of the Website and the core provisions applicable to a user’s use of any Services derived from Techcelerate. Depending on the exact Services used, a user may also need to conclude additional agreements with Techcelerate, which agreements will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.

1.3 – Users will need to pay a purchase price to purchase Products from us (“**Price**”), but same Price will be detailed to you on the Website and/or on a Techcelerate invoice sent to you before

you incur such a fee, or in any further Service-specific agreement you may conclude with Techcelerate or another third party.

1.4 – Resellers can use a Profile creation- and login-function to action and access certain functionality via the Website, whereas general users do not need any Profile to enjoy the search and learning feature of the Website.

1.5 – The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Techcelerate uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

1.6 – Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 – For all Services provided, Techcelerate does not have an agent, intermediary, advisory, representative nor broker relationship with any user. Your use of the Website or the Services is entirely at your own risk and based on your own volition and expertise.

2.2 – Techcelerate does not provide any regulated financial, advisory, medical, banking nor payment services. As such, the Services are not subject to oversight or regulation by any regulatory authority in South Africa, other than those concerning general consumer rights.

2.3 – In the context of Product purchases via the Website, Techcelerate operates as the “seller” of same Products, and the relevant user will function as the “buyer”, for the purposes of their respective duties and obligations related to those roles under applicable consumer and other laws.

3. USER REGISTRATION PROCESS

3.1 – In order to make use of most of the Services (including making Product purchases), you must complete the necessary Techcelerate detailed on the Website and acquire a Profile. Each Reseller user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.

3.3 – To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring a password together with your provided email address in order to grant access to your Profile and data. To view or change your personal information provided, you can do so on this website via the user profile or contact support@techcelerate.net.

3.4 – By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and sub-Profiles and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.

3.5 – Please see Techcelerate’s **Privacy Policy** regarding more details on how Techcelerate uses and processes your personal information.

4. THE SERVICES

4.1 – For further and exact information on the various Services currently offered by Techcelerate, or those specific to you, please consult the relevant page on the Website or please contact techcelerate.net who will gladly assist.

4.2 – For general information purposes, and subject to further information relating to these Services made available by Techcelerate on the Website or elsewhere, the following details some of the exciting offerings which constitute our Services available to users:

4.2.1 – Learn about and purchase Products from us:

4.2.1.1 – The Website has an online advertisement directory allowing users to find out about the Products we sell and distribute from our trusted partners around the globe.

4.2.1.2 – Users can then contact us to find out more about the Products, including specifications, stock availability, price and placing orders therefor.

4.2.2 – Accessing multi-media content and news:

4.2.2.1 – Users can obtain access to blogs, articles, industry content and other multi-media using the relevant prompts and pages on the Website.

4.2.2.2 – Whilst Techcelerate carefully selects and curates all multi-media content before it is made available on the Website, Techcelerate will not be liable for any content, information or opinion provided via the Website pursuant to the sharing of multi-media content to users.

4.2.2.3 – Such multi-media content is also provided “as is” where Techcelerate disclaims itself of all liability for the accuracy or correctness of any such content shared via the Website.

5. PAYMENT FOR TECHCELERATE PRODUCTS

5.1 – For the use of Website and most of the Services, there is no fee charged to the user, but the use of particular Services – such as making purchases of Products – does attract a fee to be paid by the user to Techcelerate.

5.2 – All advertised Prices for products shall be exclusive of Value Added Tax (“VAT”), delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction, will be clearly indicated to you in our invoices/quotes.

5.3 You may contact Techcelerate via email at techcelerate.net or access the Website to see a full record of your transactions with Techcelerate.

6. ADDITIONAL CONDITIONS APPLICABLE TO TECHCELERATE’S SERVICES

6.1 – The following are particular conditions, restrictions, rights and/or duties associated to the specific Services we offer.

6.1.1 – Conclusion of sale

6.1.1.1 – It is the sole responsibility of the user to determine that the Products and/or Services ordered are suitable for the user’s purpose of intended use.

6.1.1.2 – Registered users may place orders for any Product on the Website, which Techcelerate may accept or reject. Whether or not Techcelerate accepts an order depends on the availability of Product, correctness of the information relating to the Product (including without limitation the price or materials) and receipt of payment or payment authorisation by Techcelerate for the Products.

6.1.1.3 – The user hereby confirms that the Products and/or Services on the tax invoice issued duly represent the Products and/or Services ordered by the user at the prices/Price agreed to by the user and where performance / delivery has already taken place that the Products and/or Services were inspected, and that the user is satisfied that these conform in all respects to the quality and quantity ordered and are free from any visible defects.

6.1.1.4 – All orders and variations to orders are subject to these Terms. Only written orders and variations to orders will be accepted by Techcelerate. This notwithstanding, Techcelerate may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Techcelerate however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.

6.1.1.5 – Delivery, installation, commencement and performance times given are merely estimates and are not binding on Techcelerate. Techcelerate warrants that it will use its best endeavours to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by Techcelerate. Techcelerate shall not be liable for any loss or damage of whatsoever nature which the user may suffer as a result of any incorrect or delayed delivery, tampering of installation, commencement, or performance.

6.1.1.6 – All Products invoiced out for evaluation, approval or on a demonstration basis by the user are deemed sold if not returned within 10 (ten) working days of issue.

6.1.2 – Delivery conditions:

6.1.2.1 – Please see our distinct **Delivery Policy** for all delivery-related terms of Techcelerate's.

6.1.2.2 – Notwithstanding the above, the following considerations also apply:

6.1.2.2.1 – Any delivery note or waybill or invoice (copy or original) signed by the user or a third party engaged to transport the Products and held by Techcelerate shall be prima facie proof that delivery was made to the user and are in accordance with the quality and quantity reflected thereon.

6.1.2.2.2 – Techcelerate shall be entitled to invoice and deliver each order separately.

6.1.2.2.3 – The risk of damage to or destruction of Products is passed to the user on signature of the delivery receipt upon delivery to the user or the user's nominated representative and the user undertakes to insure the Products fully, until paid for in full.

6.1.2.2.4 – Techcelerate is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Techcelerate to transport all Products purchased.

6.1.2.2.5 – If the user chooses to engage in its own third party to transport the Products, the user indemnifies Techcelerate against any claims of whatsoever nature that may arise from such an agreement.

6.1.2.2.6 – You acknowledge that stock of all Products on offer is limited and that pricing may change at any time without notice to you. Techcelerate will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Product is no longer available after you have placed an order, Techcelerate will notify you and you will be entitled to a full refund of any amount already paid by you for such Product.

6.1.2.2.7 – Techcelerate shall take all reasonable efforts to accurately reflect the description, availability, composition, used materials/ingredients, Product origins, purchase price and delivery charges of our Products on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence nor fraud), 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 purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in our Refund and Cancellation Policy.

6.1.3 – Refunds and Repairs:

6.1.3.1 – Please see our distinct **Refund & Cancellation Policy** for all such related terms of Techcelerate's.

6.1.3.2 – Notwithstanding the above, the following considerations also apply:

6.1.3.2.1 – In the case of repairs undertaken by Techcelerate, repair times given are merely estimates and are not binding on Techcelerate; time is not of the essence of this agreement unless expressly agreed upon in writing by Techcelerate. **Techcelerate shall not be liable for any loss or damage of whatsoever nature which the user may suffer as a result of any unforeseen costs and/or delayed repairs.**

6.1.3.2.2 – New Products are protected according to the manufacturer's product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.

6.1.3.2.3 – Liability under this clause is restricted to the cost of repair or replacement of faulty Products or services or granting of a credit at the sole discretion of Techcelerate.

6.1.3.2.4 – No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form must be submitted online prior to returning any items for any reason. Please complete the RMA application online on our website Returns Request. This number must be used as a reference for all matters relating. Our technical department will issue you with an RMA number which authorizes you to return one item per every RMA number. A full fault description must be completed to enable technical department to test and verify fault.

6.1.3.2.5 – All defective merchandise returned to Techcelerate must be returned with all cables, power supplies, documentation, et cetera.

6.1.3.2.6 – Techcelerate is not responsible for the cost of returning any Products to Techcelerate offices. For your protection, please insure the package and ship via a traceable method. Techcelerate is not responsible for lost or damaged packages.

6.1.3.2.7 – If any of the above conditions are not met, Techcelerate reserves the right either to refuse the return, or to charge an agreed-upon restock fee of not less than 15% (fifteen percent).

6.1.3.2.8 – Acceptance of Products: Techcelerate shall conduct incoming acceptance inspection as soon as possible on receipt of Products.

6.1.3.2.9 – Warranty: Techcelerate's sole obligation is to repair or replace the defective Product. There is no warranty for uninterrupted or error-free operation. There is no warranty for loss of data. We recommend that you regularly back up the data stored on your Product to a separate storage product. There is no warranty for Products with removed or altered identification labels

and/or serial numbers. **Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased.** This clause shall not be used to imply that Techcelerate shall be obliged to accept the return of any Products. The warranty is contingent upon the proper use in the application for which the Product was intended, and does not cover Products which have been modified in any manner, and /or has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by unauthorized personnel.

6.1.3.2.10 – Data recovery is not covered under the warranty and is not part of the warranty process. Techcelerate’s technical department offers a standard data recovery service. Prices for such services will be quoted on request.

6.1.3.2.11 – Products for Exchange or Credit: Product purchased directly from Techcelerate may be returned for exchange, excluding any shipping charges, within 7 (seven) days from the date of receiving the Product/s. All merchandise returned to Techcelerate must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, et cetera. Please refer to our **Reseller Terms** for additional information regarding exchanges or credits

6.1.3.2.12 – Products for exchange exclude any “Special Request Items” which cannot be returned under any circumstances, unless faulty.

6.1.3.2.13 – If items are credited, it will be at the lesser value between selling price and current market price, and in addition, handling fees specified in the points above will apply.

6.1.3.2.14 – Techcelerate will request copies of original invoice documents when a Product is older than 24 (twenty-four) months. Products will not be tested, repaired or replaced until such documentation has been received.

6.1.3.2.15 – The user has the responsibility to maintain Products within their manufacturer guidelines (misuse, not maintained regularly, et cetera), where if not done, any applicable warranty may be voided.

6.1.3.2.16 – The user hereby agrees that any item handed in for repair may be sold by Techcelerate to defray the cost of such repairs if the item remains uncollected within 30 (thirty) days of the repairs being completed and customer notified of completion.

7. USER RESPONSIBILITIES AND WARRANTIES

7.1 – By using the Website and/or the Services, you warrant that:

7.1.1 – you have read and agreed to these Terms and will use the Website and Services in accordance with them;

7.1.2 – you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;

7.1.3 – you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;

7.1.4 – you lawfully possess and submit all information to the Website and/or Techcelerate for the use of it or the Services;

7.1.5 – you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;

7.1.6 – you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end ‘look and feel’ of the Website or the underlying software code;

7.1.7 – you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;

7.1.8 – you will not use the Website platform for any commercial purpose other than as expressly provided for by Techcelerate herein;

7.1.9 – you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or

7.1.10 – you will not facilitate or assist any third party to do any of the above,

7.1.11 – failing which, your failure will automatically be deemed to be a material breach of these Terms, allowing Techcelerate to use its full spectrum of rights available to it against the infringing party, including reporting you to the authorities, denying you access to or use of any Service or the Website and/or claiming contractual (including consequential) damages from you.

7.2 – The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.

7.3 – Without prejudice to any of Techcelerate's other rights (whether at law or otherwise), Techcelerate reserves the right to deny you access to the Website or the Services where Techcelerate believes (in its reasonable discretion) that you are in breach of any of these Terms.

7.4 – Techcelerate does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.

8. KYC AND AML REQUIREMENTS

8.1 – A user's ability to make use of various parts of the Website or Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.

8.2 – Techcelerate may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to Techcelerate for the user to be verified as not infringing any of Techcelerate's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. Techcelerate reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by Techcelerate. Techcelerate also reserves the right to share this information with any legal authority when required under applicable laws.

8.3 – Techcelerate may restrict user transactions that may violate laws or Techcelerate's internal KYC or AML conditions, which decisions we may make based on our analysis of Vendor requests, ZAR value orders, geographic location confirmation, anomaly order value, sub-user triggered order, or orders from different IP addresses.

9. RECEIPT AND TRANSMISSION OF DATA MESSAGES

9.1 – Data messages, including email messages, sent by you to Techcelerate will be received only when acknowledged or responded to.

9.2 – Data messages sent by Techcelerate to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

9.3 – Techcelerate reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.

9.4 – Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Techcelerate is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Techcelerate to a user, between users or from a user to Techcelerate.

10. HYPERLINKS, DEEP LINKS, FRAMING

10.1 – The Website may include links to other internet sites (“**the other sites**”), some of which Techcelerate does not own or endorse. Techcelerate is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.

10.2 – Techcelerate does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to support@techcelerate.net to request the removal of such content.

10.3 – The user’s access and use of the other sites remain solely at the user’s own risk and on the terms set by the relevant third-party operator of the other sites.

11. ADVERTISING AND SPONSORSHIP

11.1 – The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.

11.2 – Techcelerate, its shareholders, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

12. INTELLECTUAL PROPERTY PROTECTION

12.1 – All Website layout, content, material, information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, product feeds, documents, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and Techcelerate in use of the Services, (“**the intellectual property**”) are owned (or co-owned or licenced, as the case may be) by Techcelerate, its shareholders, associates and/or partners,

whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

12.1.1 – For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Techcelerate with a non-exclusive, non-transferable licence to use such user intellectual property as Techcelerate deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.

12.2 – Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Techcelerate first being granted, which consent may be refused at the discretion of Techcelerate. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Techcelerate and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

12.3 – Techcelerate reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).

12.4 – Where any of the Website intellectual property has been licensed to Techcelerate or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all 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.

12.5 – Subject to adherence to the Terms, Techcelerate grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Techcelerate.

12.6 – Any enquiries regarding any of the above relating to intellectual property must be directed to Techcelerate at support@techcelerate.net

13. DISCLAIMERS AND WARRANTIES

13.1 – The Website and Services, including any intellectual property appearing therein, are provided “as is” and “as available”. Techcelerate makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in it.

13.2 – All information, blogs, articles or opinions of users made available on the Website in relation to any of the Services are those of the authors and not Techcelerate. While Techcelerate makes every reasonable effort to present such information accurately and reliably on the Website, Techcelerate does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.

13.3 – Techcelerate, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services/Products offered, including the information about any particular Product.

13.4 – Techcelerate, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, Products and access to, or use of, the Website in any manner.

13.5 – Techcelerate takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Techcelerate does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. **The user’s access to and use of the Website remains solely at the user’s own risk and the user should take their own precautions accordingly.**

14. INDEMNITIES

14.1 – The user indemnifies and holds harmless Techcelerate, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys’ fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user’s use of the Website, Products, Services offered or concluded through the Website in any way.

14.2 – The user agrees to indemnify, defend and hold Techcelerate harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user’s breach of these Terms.

14.3 – This clause will survive termination of this agreement.

15. COMPANY INFORMATION

15.1 – Site owner: Techcelerate Distribution (Pty) Ltd.

15.2 – Legal status: Private profit limited liability company

15.3 – Registration number: 2024/578574/07

15.4 – Director: Joy Nalini Dickens

15.5 – Description of main business: Seller And Distributor of goods

15.6 – Telephone number: +27 (0) 10 013 4858

15.7 – Email address: support@techcelerate.net

15.8 – Website address: Techcelerate.co.za

15.9 – Physical address: 21 Benvista Office Park, Jansen Park, Boksburg

15.10 – Postal address: 21 Benvista Office Park, Jansen Park, Boksburg

15.11 – Registered address: 21 Benvista Office Park, Jansen Park, Boksburg

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1 – The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.

16.2 – The user hereby consents, in terms of Section 45 of the *Magistrates Court Act of 1944* as amended to Techcelerate instituting any proceedings arising out of this contract in the Magistrates Court for the district of Rondebosch otherwise having jurisdiction in terms of Section 28 of the *Magistrates Court Act* notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. Techcelerate however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.

16.3 – The user hereby waives the benefits of the legal exceptions of *non numeratae pecuniae, non causa debiti, de errore calculi, de duobus vel pluribus reis debendi*, review of accounts and no value received and hereby declares himself to be fully acquainted with the meaning of this waiver.

16.4 – In the event of any default by the user of any provision of these Terms, the user hereby consents and authorizes Techcelerate to furnish the name, credit record and repayment history of the user to any credit bureau as a delinquent debtor.

16.5 – The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

16.6 – The user shall be liable to Techcelerate for all legal expenses (including collection fees) on the attorney-own-client scale incurred by Techcelerate in the event of:

16.6.1 – any default by the user of these Terms; or

16.6.2 – any litigation in regard to the validity and enforceability of these Terms. The user will also be liable for any collection or valuation fees incurred.

17. TERMINATION OF USE OF WEBSITE OR SERVICES

17.1 – IN ADDITION TO ITS OTHER RIGHTS HEREIN, TECHCELERATE RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT TECHCELERATE GIVES REASONABLE NOTICE TO YOU.

17.2 – If you wish to terminate the agreement with Techcelerate, or end your use of the Services, you may request so by emailing support@techcelerate.net **This will result in deregistration from the Website. This will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Website (such as your need to pay for an ordered Product).**

17.3 – In the event of cancellation of your agreement with the Terms and with Techcelerate, Techcelerate will remove you from the Website and deactivate your Profile.

17.4 – In the event of cancellation, the user shall be liable to pay:

17.4.1 – the difference between the selling price and the value of the Products at the time of repossession; and

17.4.2 – all other costs incurred in the repossession of the Products. The value of repossessed Products or retained pledged Products will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be *prima facie* proof of the value.

18. NOTICES AND SERVICE ADDRESS

18.1 – Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

18.1.1 – in the case of Techcelerate, at Unit 1, 4 Tanzanite St, Montague Park, Cape Town, South Africa; or

18.1.2 – in the case of the user, at the business address as per the dealer application or such other address agreed upon between Techcelerate and the user.

18.2 – Any document will be deemed duly received by the user within:

18.2.1 – 3 (three) working days of prepaid registered mail to any of the user's business or postal addresses or the *domicilium* address of the user or to the personal address of any director, member or owner of the user; or

18.2.2 – within 24 (twenty-four) hours of being faxed to any of the user's fax numbers or any director, member's or owner's fax numbers;

18.2.3 – on being delivered by hand to the user or any director, member or owner of the user;

18.2.4 – within 48 (forty-eight) hours if sent by overnight courier; or

18.2.5 – within 24 (twenty-four) hours of being telexed to the user's telex number.

19. GENERAL

19.1 – This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

19.2 – Any order is subject to cancellation by Techcelerate due to *force majeure* from any clause beyond the control of Techcelerate, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

19.3 – No indulgence, leniency or extension of time granted by Techcelerate shall constitute a waiver of any of Techcelerate's rights under these Terms and, accordingly, Techcelerate shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.

19.4 – Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.

19.5 – The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

19.6 – Should you have any complaints or queries, kindly address an email to Techcelerate at support@techcelerate.net of same.

19.7 – Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

19.8 – No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto (“**Prohibited Provision**”). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 19.7.