

Terms and Conditions

By accessing or using or any of its related blogs, websites, applications or platforms (collectively, “**the Website**”), owned by (“/ ”) 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 / terms particularly applicable to you and the Products and Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by / .

Please see / ’s distinct sections on Privacy, Intellectual Property, and Disclaimers & Indemnities

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

- **Please read these terms carefully before accessing or using the Website or Services. / will assume you have read and understood these terms should you continue to access or make use of the Website.**
- **Please also see our distinct additional policies including our Pricing Policy, Refund & Cancellation Policy and Delivery Policy.**

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 Products and Services for any reason whatsoever. Accordingly, the terms “**us**”, “**our**” or “**we**” refers to / 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 – / 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**”).

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 Products and Services derived from / . Depending on the exact Products and Services used, a user may also need to conclude additional agreements with / , which agreements will

contain more specific details and/or conditions relating to the exact Service acquired, including exact Products and 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 / invoice sent to you before you incur such a fee, or in any further Service-specific agreement you may conclude with Thrive Computers (Pty) Ltd/ or another third party.

1.4 – 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 / 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.

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

2.2 – / does not provide any regulated financial, advisory, medical, banking nor payment services. As such, the Products and 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, / 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 Products and Services (including making Product purchases), you must complete the necessary information needed.

3.2 – / requires you to submit your full name, email address, phone number, and other relevant company information in order for an order to be completed. Users may then set up additional features of their Profile, depending on the exact Products and Services acquired, as prompted by the Website.

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 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 .

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 / ’s **Privacy Policy** regarding more details on how / uses and processes your personal information.

4. THE SERVICES

4.1– For further and exact information on the various Products and Services currently offered by / , or those specific to you, please contact us directly support@gearupnow.africa who will gladly assist.

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

4.2.1.3 – Please consult these Terms below for more information on the terms of Service associated to the ordering of Products from us, as well as our Pricing Policy, Refund & Cancellation Policy and Delivery Policy.

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 / carefully selects and curates all multi-media content before it is made available on the Website, / 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 / disclaims itself of all liability for the accuracy or correctness of any such content shared via the Website.

5. PAYMENT FOR / 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 Products and Services – such as making purchases of Products – does attract a fee to be paid by the user to / .

5.2 – Please consult our Pricing Policy for details as to how exactly / will charge the Price to the user and on what basis.

5.3 – All advertised Prices for products shall be Inclusive 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.

5.4 – You may contact / via email at support@.co.za or access the Website to see a full record of your transactions with / .

6. ADDITIONAL CONDITIONS APPLICABLE TO / 'S SERVICES

6.1 – The following are conditions, restrictions, rights and/or duties associated to the specific Products and 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 Products and 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 / may accept or reject. Whether or not / 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 authorization by / for the Products.

6.1.1.3 – The user hereby confirms that the Products and/or Products and Services on the tax invoice issued duly represent the Products and/or Products and 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 Products and 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 /

. This notwithstanding, / may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. / 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 / . / warrants that it will use its best endeavors to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by /

. / 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 / '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 / 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 – / 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 – / is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Thrive Computers (Pty) Ltd

/ 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 / 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. / 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, / 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 – / 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 and Cancellation Policy. for all such related terms of / '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 / , repair times given are merely estimates and are not binding on / ; time is not of the essence of this agreement unless expressly agreed upon in writing by / . **/ 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. Products and 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 Products and Services or granting of a credit at the sole discretion of / .

6.1.3.2.4 – No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form to be submitted to support@.co.za prior to returning any items for any reason. **Please request the form from support@.co.za via email. The return process will be initiated, and you will receive an RMA number for reference.**

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

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

6.1.3.2.7 – If any of the above conditions are not met, / 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:** / shall conduct incoming acceptance inspection as soon as possible on receipt of Products.

6.1.3.2.9 – **Warranty:** / '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 / 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. / 's technical department offers a standard data recovery service. Prices for such Products and Services will be quoted on request.

6.1.3.2.11 – **Products for Exchange or Credit:** Product purchased directly from / 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 / must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, et cetera.

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 – / 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 / 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 Products 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 / 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 / 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 / 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 / 's other rights (whether at law or otherwise), / reserves the right to deny you access to the Website or the Products and Services where / believes (in its reasonable discretion) that you are in breach of any of these Terms.

7.4 – / 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 particular 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 – / 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 / in order for the user to be verified as not infringing any of / '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. / reserves the right to limit or terminate a user's access and use of the Products and Services should the user fail to adhere to these requirements to the standard required by / . / also reserves the right to share this information with any legal authority when required under applicable laws.

8.3 – / may restrict user transactions that may violate laws or / '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 / will be considered to be received only when acknowledged or responded to.

9.2 – Data messages sent by / 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 – / 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. / is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from / to a user, between users or from a user to / .

10. HYPERLINKS, DEEP LINKS, FRAMING

10.1 – The Website may include links to other internet sites (“**the other sites**“), some of which / does not own or endorse. / is not responsible for the information, material, products or Products and 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 – / 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 gerrie@.co.za 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 – / , 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 / in use of the Services, (“**the intellectual property**“) are owned (or co- owned or licenced, as the case may be) by / , 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 / with a non-exclusive, non-transferable licence to use such user intellectual property as / 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 / first being granted, which consent may be refused at the discretion of / . No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, / 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 – / 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 / 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, / 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 / .

12.6 – Any enquiries regarding any of the above relating to intellectual property must be directed to / at support@co.za

13. DISCLAIMERS AND WARRANTIES

13.1 – The Website and Services, including any intellectual property appearing therein, are provided “as is” and “as available”. / 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 Products and 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 Products and Services are those of the authors and not / . While / makes every reasonable effort to present such information accurately and reliably on the Website, / does not

endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.

13.3 – / , 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 – / , 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 – / 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, / 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 / , 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, Products and Services offered or concluded through the Website in any way.

14.2 – The user agrees to indemnify, defend and hold / 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: Gear Up Now

15.2 – Legal status: Private profit limited liability company

15.3 – Registration number: 2024 / 025246 / 07

15.4 – Director: Jacques Saaiman

15.5 – Description of main business: Reseller of Goods

15.6 – Telephone number: +27828279802

15.7 – Email address: support@gearupnow.africa

15.8 – Website address: <https://www.gearupnow.africa/>

15.9 – Physical address: 2 Paramount Slot, John Moller Estate, Malmesbury 7300

15.10 – Postal address: 2 Paramount Slot, John Moller Estate, Malmesbury 7300

15.11 – Registered address: 2 Paramount Slot, John Moller Estate, Malmesbury 7300

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 / instituting any proceedings arising out of this contract in the Magistrates Court for the district of Helderberg 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. / 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 numerate pecuniae, non causa debiti, de errored 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 / 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 / for all legal expenses (including collection fees) on the attorney-own-client scale incurred by / 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, THRIVE COMPUTERS (PTY) LTD

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

17.2 – If you wish to terminate the agreement with / , or end your use of the Services, you may request so by emailing **2 Paramount Slot, John Moller Estate, Malmesbury 7300**support@gearupnow.africa. **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 / , / 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.

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 / due to *force majeure* from any clause beyond the control of / , 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 / shall constitute a waiver of any of / 's rights under these Terms and, accordingly, / 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 / at gerrie@.co.za 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.