



## KITSA: WEBSITE TERMS AND CONDITIONS

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### 1. Introduction

- 1.1. This Website is owned and operated by [KITSA] (“we”, “us”, “our”). The use of <https://kitsa.co.za/> (“the Website”) are subject to the following terms and conditions (“the Terms of Use”).
- 1.2. These Terms of Use are binding and enforceable against every person that accesses or uses this Website (“Customer”, “you”, “your” or “user”). **By using the Website, you acknowledge that you have read and agree to be bound by these Terms of Use.**
- 1.3. Please read these Terms of Use carefully – they constitute a fully binding agreement between you and KITSA. If you do not agree to these Terms of Use, you are prohibited from using the Website in any way.
- 1.4. If there is any provision in these Terms of Use that you do not understand, it is your responsibility to ask a KITSA representative to explain it to you before you continue using the Website.

### 2. Consumer Protection Act 68 of 2008

- 2.1. These Terms of Use apply to customers and/or users who are consumers for purposes of the Consumer Protection Act 68 of 2008 (the “CPA”).
- 2.2. These Terms of Use contain provisions which:
  - 2.2.1. **limit the risk or liability of KITSA;**
  - 2.2.2. **create risk or liability for you;**
  - 2.2.3. **compel you to indemnify KITSA or a third party; and/or**
  - 2.2.4. **serves as an acknowledgement, by you, of a fact.**
- 2.3. Nothing in these Terms of Use is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation created for either you or KITSA in terms of the CPA.

### 3. Use of the Website

- 3.1. By accessing and/or using this Website you warrant that you are eighteen (18) years of age (or older) and have full legal capacity.
- 3.2. If you are under the age of eighteen (18), or if you lack legal capacity, then you may only use this Website with consent of your parent or legal guardian. If your parent or legal guardian consents, then such person agrees to be bound to these Terms of Use, and to be liable and responsible for you and all your obligations under these Terms of Use.

- 3.3. If you submit a form on the Website, requesting more information and/or for us to contact, you are required to provide certain personal information to KITSA – any personal information processed will be in accordance with the Protection of Personal Information Act 4 of 2013, and in terms of our [Privacy Policy](#).

#### **4. Disclaimers and Important Information**

- 4.1. KITSA disclaims all implied warranties, including but not limited to, warranties of availability, accuracy, compatibility and security.
- 4.2. Although KITSA has taken all reasonable steps to guard against viruses or destructive codes, it gives no warranty that the Website is free of viruses or any other data or code that has the ability to corrupt or affect your system.
- 4.3. The use of the Website in any form is entirely at the users' own risk and the Website is provided 'as is'.
- 4.4. **KITSA is not liable for any damages whatsoever relating to your use of and/or access of the Website** in any manner, howsoever arising, including instances of loss caused by the negligence of KITSA and/or its affiliates, partners or representatives.
- 4.5. KITSA may, in good faith, provide links that would appear useful to its users. However, it does not make any representation regarding these websites, links or information and does not endorse the products and/or services offered on those sites. KITSA accepts no responsibility for the content or use of such websites or the information contained therein.
- 4.6. Unless otherwise noted, the contents of this website are subject to intellectual property rights that vest in KITSA, or that vest in other entities. You are thus prohibited from using the content in this Website, its related web pages, social media channels, electronic or written publications or any other media and/or words, phrases, names, designs or logos without express written permission or unless used in accordance with these Terms of Use.
- 4.7. The Website is under continued development. KITSA reserves the right to change the Website, its content, features and layout without notice.

#### **5. Site Security and Prohibited Activity**

- 5.1. You are prohibited from violating, or attempting to violate, the security of this Website. Any such violations may result in criminal and/or civil penalties against you. In terms of the Electronic Communications and Transactions Act 25 of 2002, you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of this Website, or to otherwise interfere with the proper functioning thereof or to intercept any data pertaining to or relating thereto.
- 5.2. In using the Website, you must not:
  - 5.2.1. post or otherwise transmit any unlawful or otherwise objectionable material of any kind;

- 5.2.2. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 5.2.3. upload or otherwise make available, files that contain images, software or other material protected by intellectual property laws; misrepresent your identity or affiliation in any way; engage in deceptive online marketing; or assist or permit any persons in engaging in any of the activities described above.

## 6. **Limitation of Liability and Indemnity**

- 6.1. In addition to clause 4 above, under no circumstances, including, but not limited to, negligence, will KITSA, its affiliates, employees, agents or representatives be liable for any damages (of any kind) that result from the use of, or the inability to use, the materials or any information or service in or on the Website.
- 6.2. You agree to indemnify, defend and hold KITSA its affiliates and/or any of its directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of these Terms of Use; and/or (ii) your activities and/or conduct in connection with this Website.

## 7. **General**

- 7.1. KITSA may revise these Terms of Use at any time without notice. Although we will endeavor to highlight any changes to these Terms of Use, you should revisit the Website periodically to make sure you are aware of the most recent terms, because they will be binding on you.
- 7.2. This Agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal, Durban, in respect of any proceedings arising out of or in connection with this Agreement. The parties agree that this agreement shall, for purposes of jurisdiction, have been concluded at our head office in Durban, Kwazulu-Natal.
- 7.3. If you have any questions or complaints regarding these Terms of Use or have any queries or comments in relation to the Website, please contact us via the contact us tab on the website, or [elise@kitsa.co.za] and we will endeavor to respond to you promptly.
- 7.4. Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.
- 7.5. In terms of the Electronic Communications and Transactions Act 25 of 2002, you are hereby informed that:

Business name : Keep It Together Manufacturers (Pty) Ltd  
Director : Leon Jacobs  
E-mail address : [leon@kitsa.co.za](mailto:leon@kitsa.co.za)