

TERMS AND CONDITIONS

APPLICABLE TO THE USE OF SOETLIEF ONLINE MODULES AND PORTALS

IMPORTANT: THE TERMS AND CONDITIONS STIPULED AND SET OUR BELOW FORMS THE BASIS OF THE OFFERING WHICH YOU HAVE CHOSED TO SUNSCRIBE TO. THE TERMS AND CONDITIONS ARE LEGALLY ENFOCEABLE AND BINDING ON YOU AND BY CLICKING ON “I UNDERSTAND AND ACCEPT”, “I ACCEPT” OR “SUBMIT YOU AGREE TO THESE TERMS AND CONDITIONS.

1. THESE TERMS

- 1.1. The Terms and Conditions set out hereinbelow are relevant to the services we supply and are of utmost importance as it:
 - 1.1.1. limits our risk and liability or the risk or liability of a third party; and/or
 - 1.1.2. may create risk or liability for you (as a consumer); and/or
 - 1.1.3. serves as an acknowledgement, by you, of the fact that you have read and understood the Terms and Conditions encapsulated herein;
 - 1.1.4. has legal consequences.
- 1.2. Our Privacy Policy, which is accessible on our website, forms part of these Terms and Conditions as if specifically incorporated herein.
- 1.3. Further policies and the contents thereof, as well as amendments to the current Privacy Policy may be added to these Terms and Conditions (“the Policies”).
- 1.4. The Terms and Conditions and Policies, referred to above, will legally govern the legal relationship between MySoetlief (Pty)Ltd (“the Company”) and you, the registered user, and will collectively hereinafter be referred to the “T&C’s”.
- 1.5. If there is any conflict between the T&C’s and any other written agreement entered into between yourself and the Company , then the T&C’s will prevail.
- 1.6. All information that are incorporated into the T&C’s by using hyperlinks and/or other methods of reference will form part of these Terms and Conditions (see section 11(3) of the Electronic Communications and Transactions Act 25 of 2002 “ECT Act”).
- 1.7. These T&C’s apply to Registered User/s (parent/s or guardian/s with one or more child/ren) who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are:** See our Terms of Use which can be found on our website www.soetlief.co.za;
- 2.2. **How to contact us:** To contact us, please send an e-mail to support@soetlief.co.za or make use of our Suggestions/Feedback box;
- 2.3. **How we may contact you:** If we have to contact you, we will do so by telephone (to which you hereby consent to) or by writing to you at the address (electronic or physical) you provided to us or such electronic communication facility as we may make available to you.
- 2.4. **“Writing”** will include data messages to your mobile phone or tablets. You hereby acknowledge that all agreements, authorisation or request on the MySoetlief (Pty) Ltd online Services facility (“SA Services Platform”) satisfy the “writing” requirement as per section 12 of the ECT Act.

3. WHO WE ARE AND WHAT DO WE AIM TO DO

- 3.1. The Company is an online social and emotional skills development program aimed at equipping children and their parents with practical steps and tools to identify, communicate and control emotions (except for *anger* which is not viewed as an emotion) in order to attain and maintain positive healthy inter personal relationships.
- 3.2. The online development programmes preventative in nature and aimed to empower, identify and guide parents and guardians to, together with their child, develop the skills set out hereinabove by creating awareness of emotional and social skills and aim to guide and facilitate the child towards the discovery / identification of emotional and social behaviour.
- 3.3. The online development programmes are there to facilitate and develop by what is defined as EI (emotional intelligence) and is an attempt to communicate and explain the concept to a child in a child friendly manner in order for the child to understand and adapt to ways to control and deal with emotional and social challenges.
- 3.4. The online development programmes are not based on any religion, culture or race spectrum.
- 3.5. The online development programmes consist of content, graphic depictions, overviews, information and sets of related activities and instructions.

4. WHAT THE COMPANY IS NOT

- 4.1. The Company and the online development programmes are not, and are not intended to be, a quick fix for your child's social and emotional development problems or challenges.
- 4.2. The online development programmes:
 - 4.2.1. is **not** a problem-child or rehabilitation program;
 - 4.2.2. is **not** a program to be used to remedy unresolved pain, trauma or negative experiences from the past;
 - 4.2.3. does **not** relate to coaching, therapy or counselling of any kind or nature;
 - 4.2.4. is **not** outcome driven in its approach;
 - 4.2.5. does **not** posing as a tool in the medical field or profession and does not intent to be used for research or medical intervention;
 - 4.2.6. is **not** an evaluation or assessment of any sort.
- 4.3 The online programmes have not been developed with one child in mind. The program aims to consider a wide spectrum of children according to age in order to include as many examples and challenges of children (of particular age groups) in order to assist as many children as possible in the development of social and emotional skills.
- 4.4 Where applicable in the program parents and children are encouraged to seek relevant assistance and help from professionals if they feel it necessary.

5. OUR CONTRACT WITH YOU

- 5.1. By clicking "**I accept**", "**I understand & agree**" or "**Submit**" you agree that you read and understand the T&C's of the Service provided by us and that you acknowledge same and are legally bound thereto.
- 5.2. To use our Services, you must first sign-up or register with us (see "Your Services Account" below).
- 5.3. Certain of our Services may have additional terms and conditions attached thereto which will be referred to as **Service Specific Terms and Conditions** that will apply to those services. Those terms and conditions ("**Service Specific T&C's** ") will be presented to you prior to submitting your order. The Service Specific T&C's should be read with these Terms of Services as if specifically incorporated therein. Insofar as any term and condition in a

Service Specific T&C's conflicts with these Terms of Services in respect of-

- 5.3.1. the description of the Services (including but not limited to pricing, specifications, service levels or limitations of liability) then and in that event the Service Specific T&C shall prevail;
- 5.3.2. with regards to any other conflict, these Terms of Services shall prevail.
- 5.4. By submission of your information under the "Sign-up"/"Create New Account" screen or further information before submission of the Application Form does not mean we have automatically concluded a contract with you.
- 5.5. **The Offer:** The message submitted to us after you have clicked on "Submit", "I understand and agree" or "I Accept" constitutes your interest and acceptance of our Services.
- 5.6. **Shopping Cart:** By placing a particular order or specific Program or any other specific service in the shopping cart without completing the purchase cycle does not constitute an order for such Program. Consequently, the Program may be removed from the shopping cart if it is no longer available or the price thereof changes, without notice to you, the registered user.

Kindly note that we shall not be held liable, in any form or manner whatsoever, when you attempt to complete the purchase cycle and such Programs or other services have become unavailable.

- 5.7. **How we will accept your order:** Our acceptance of your order will take place on receipt of your payment and/or when we e-mail you a confirmation of the transaction, at which point a contract will come into existence for that particular Program or other Service. The communication shall be regarded as the "commencement date" for that particular Service that you purchased. It is **important to note** that each Program or Service ordered and accepted by us shall be regarded as a separate contract.
- 5.8. **If we cannot accept your order:** If we are unable to accept or produce your order (even after receipt of payment), we will inform you of this, repay any amounts paid by you. Acceptable reasons for not accepting your order could include, *inter alia*, but are not limited to: changes to the Service or Technical problems, unplanned software updates or forced maintenance periods; unexpected limits which we could not reasonably plan for, on our resources; or that we have identified an error in the price or description of the Services.

Kindly note that we shall not be held liable, in any form or manner whatsoever, when we are not able to accept any order by you.

6. OUR SERVICES

- 6.1. **Description:** Detailed description of our services can be found on our website www.soetlief.co.za.
- 6.2. The detailed description of our services refers to online platforms which relate to with various educational programs in online format ("**Programs**");
- 6.3. The Programs consists of copyright material, informative training videos and additional content and information together with corresponding activities for parents and children ("**Additional Reading**");
- 6.4. Additional Reading refer to additional content over and above the Program content and every effort has been made to ensure complete and accurate information concerning the Additional Reading (where applicable).
- 6.5. The Program Provider makes no representations, warranties, guaranties as to the suitability, accuracy or completeness of the Additional Reading. Neither the Company nor any Program Provider can be held legally responsible for any mistakes in printing or faulty instructions contained within the Additional Reading.

7. HARDWARE AND SOFTWARE REQUIREMENTS TO ACCESS OUR SERVICES

7.1. To access our Services, you will need the following minimal system requirements:

- 7.1.1. A PC, laptop or tablet with a minimum screen size 9.7 inch with either access to Chrome, Firefox, Safari or Opera web browser;
- 7.1.2. an installed working version of Adobe Acrobat Reader version 11 or above and appropriate software, as indicated for the program;
- 7.1.3. Please note that Internet Explorer is NOT recommended.
- 7.1.4. The web pages are not guaranteed to display correctly in any other format. It is recommended to have a device/computer with updated drivers, that has a sound card, speakers or headphones. An internet connection of 4mb download and higher is recommended to be able to view the training tools.
- 7.1.5. Ensure your ISP/IT is not blocking your website access.

8. INVOLVEMENT AND ROLE OF THE PARENT

The Soetlief Program has been created and developed considering the best interest of the child. Parental supervision is advised as the parent is in the best position to assist the child.

8.1. **Parental supervision** requires you to:

- 8.1.1. Reading overviews of the programmes;
- 8.1.2. Monitoring the activities you child will be doing;
- 8.1.3. Communicating with your child with regards to activities and new information.

8.2. **Parental involvement** requires you to:

- 8.2.1. Conduct additional extra activities provided in the program.
- 8.2.2. Directly or indirectly support your child's understand and appreciate the new information.

8.3. Parental involvement will be beneficial to the child in the following aspects:

- 8.3.1. Your child will have a better understanding and appreciation of the contents of the program;
- 8.3.2. Your child will be more disciplined in following the program;
- 8.3.3. Your child will be more likely to continue and motivated to proceed with the program;

8.4 Parental *involvement* will be beneficial to the parent in the following aspects:

- 8.4.1 You will gain a better understanding of your child's emotional and social development;
- 8.4.2 You will be better equipped to deal with the questions of the child.

9. RECOMMENDED TRAINING SCHEDULE (RTS)

In order to achieve the best results from the program, it is vital and highly recommended that the training schedule (as provided on the Portal) be followed.

- 9.1. **What is the recommended training schedule?** The recommended training schedule is a guide for parents/guardians to ensure that the online training is done at the recommended pace. A downloadable PDF is available on the online portal. It is important to note that the program can be done at a slower pace than on the recommended training schedule, but not at a faster pace.

- 9.2. **How does the recommended training schedule work?** The training schedule dictates no more than 1 (one) lesson should be completed during a week (7 calendar days). A lesson comprises of 3 (three) sections and various parent activities.
- 9.3. **Why should you follow the recommended training schedule?** The effectivity of the program depends on following the weekly lesson schedule and not allowing yourself, nor your child to move beyond one lesson per week. Any form of defiance of the schedule will greatly compromise the effectivity of the program. Ignoring the training schedule will result in play and the outcome may only be fun. Staying within the restraints of the schedule will allow for acquiring competence and a better understanding of the contents of the Programmes while having fun.
- 9.4. **What are the benefits of the recommended training schedule?** The recommended training schedule will allow for enough time to work through lessons/activities and to repeat them if needed. The opportunity to repeat information at given intervals gives the brain an opportunity to sync information and increase the likelihood of transfer of information to the reality the child finds himself or herself in.
- 9.5. **The order of the program:** The transfer of new information from training context to the real-world environment greatly relies on the order of program presentation because it allows for:
 - 9.5.1 Tapping into known information
 - 9.5.2 Creating a non-threatening experience
 - 9.5.3 Creating building blocks for competency of skill
 - 9.5.4 Teaching with the focus of training
 - 9.5.5 Training to be applied to real life

10. YOUR SERVICE ACCOUNT / YOUR PROFILE

- 10.1. In order to make use our Service, you must sign-up for and maintain an active personal registered user Service account (“Service Account”);
- 10.2. Service Account registration requires that you to submit to us certain information as required in the online Registration Form. In terms of the Registration Form you agree to provide and maintain accurate, complete, and up-to-date information on your Service Account. Your failure to maintain the requested information, may result in your inability to access and use the Service or Our termination of this Agreement;
- 10.3. The submission of your information as per the Application Form does not automatically give you the right to access our Services. If you, in our sole and reasonable opinion, failed to comply with these Terms of Service, we have the right withhold, suspend or to revoke your access right to your Service Account.
- 10.4. On acceptance of your registration information, you will be allowed to select the necessary access credentials or any other piece of information as part of our security procedures.
- 10.5. You are, and will be held, responsible for all activity that occurs under your Service Account.
- 10.6. You are responsible for the security and secrecy of your Service Account details (registered username or password). You may not authorize third parties to use or log onto your Service Account. The Company will not be liable, in any way whatsoever, for any unauthorised access, and subscription to our Services, on your Service Account. If you know or suspect that anyone, other than yourself, knows your registered user name or password,

you must promptly notify us at: support@soetlief.co.za.

- 10.7. You may only open one Service Account per child;
- 10.8. You may not assign, cede or otherwise transfer your Service Account to any other person or entity.

11. RESTRICTIONS

- 11.1. The Programs, the contents thereof and Additional Reading are not being sold to you. You only obtain the right to make use of the Services for its intended purpose for your personal, non-commercial use.
- 11.2. The use of our Services is restricted to the Registered user (parent or parents or guardians and ONE child) who has been supplied with the log in details and for personal development purposes only.
- 11.3. Each Registered user to this site is granted a unique registered username and password which is used to gain access to the materials therein.
- 11.4. The Registered user shall not copy, use, modify, transmit, distribute, share or in any way, exploit the Intellectual Property rights to the Additional Reading and Content (if applicable) or permit any third party to do so; this act will constitute a criminal offense and can lead to legal action.
- 11.5. Registered users have printable rights and are granted permission to produce a single hard copy of each Additional Reading (if applicable) for their personal use only. Each single hard copy, printed by registered users, must be kept in the format it was presented and made available to the registered user. The registered user is prohibited from modifying the copy in any way.
- 11.6. Registered users without printable right must under NO circumstances whatsoever duplicate or reprint the Additional Reading for a Third Party (an individual that falls outside this agreement – see clause 3).
- 11.7. Except as granted in this clause 6, no part of our website, Portal or The Programs or Additional Reading may be copied, photocopied or reproduced in any form or by any means without the written permission of the Program Provider.

12. YOUR RIGHT TO MAKE CHANGES TO SERVICES SELECTED

- 12.1. If you wish to make a change to the Services you have ordered please contact us at _____. We shall endeavour to assist with the requested change. If we are able to assist with the requested change to the Services, we will inform you with regards to the change in pricing, timing of supply or anything else which would be necessary as a result of your requested change as well as ask you to confirm whether you wish to go ahead with the requested change.

13. OUR RIGHT TO MAKE CHANGES TO OUR SERVICES

We reserve the right to make minor changes to the Services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the Services.

14. PROVISION OF SERVICES

We provide our Services and Offerings to you based on the following:

- 14.1. You agree that, before submitting your application, you have full knowledge of what the Services consist of;
- 14.2. Subject to the terms of this Terms of Services, Services will only be made available subsequent to receipt of all relevant information and/or documentation required for the Services;
- 14.3. The Services platform will be provided to you as long as you are a Registered user.
- 14.4. **IMPORTANT: Duration of the accessibility of a Program.**

Unless otherwise stipulated in the Service Specific T&Cs the following will apply:

 - 14.4.1 the Program will be made available to you subsequent to receipt of your payment;
 - 14.4.2 the Program will be made available to you during the **recommended training schedule** (refer to clause 9 above) that we will present to you during the application and registration process.
 - 14.4.3 where no **recommended training schedule** is made available the Program will be available as long as you are a registered user.
- 14.5. **Service delivery location and time:** The programs are presented online and will be available for the recommended training schedule. Consequently, the delivery location and time will be where and at the time when you access the relevant program on the Portal for which you are registered.
- 14.6. **Unable to supply certain Services ordered:** if we are unable to perform in terms of the contract on the grounds that the Services ordered are unavailable and said availability has not been addressed under these Terms of Services, we will notify you of this fact and refund any payments for this specific program within 30 days after the date of such notification.
- 14.7. We are not responsible for delays outside our control. If the supply of the Services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us at _____ to end the contract and receive a refund for any Services you have paid for but not received.
- 14.8. In certain circumstances we reserve the right to suspend the supply of Services to you. We may have to suspend the supply of a Services due to the following:
 - 14.8.1. To deal with technical problems or make minor technical changes;
 - 14.8.2. To undertake maintenance services or necessary upgrades of the software;
 - 14.8.3. To update the Services to reflect changes in relevant laws and regulatory requirements;
 - 14.8.4. To make changes to the Services as requested by you or notified by us to you (see clause 12 above).
- 14.9. Your rights if we suspend the supply of Services. Unless the problem is urgent or an emergency, we will contact you in advance to tell you we will be suspending the Services. If the Services have to be suspended for an unreasonable period, we will adjust the price so that you do not pay for the Services while they are suspended.
- 14.10. Soetlief Program Rollout. Due to the extensive program content Soetlief will periodically release lessons on the Online Training Portal. Do not expect all lessons to be available after launch has taken place. Sufficient content will be available if the Recommended Training Schedule are followed.

15. YOUR RIGHT TO TERMINATE THE CONTRACT

15.1. You always have the right to terminate your contract with us.

Your right when you end the contract will depend on what you have purchased, whether there is a defect with our product or a mistake made on our side and how we are performing in terms of our product offering.

15.2. Ending the contract because there is a defect with our product or mistake on our part. If you are terminating

your contract for a reason set out at clauses 15.2.1 to 15.2.6 below the contract will be cancelled after 7 (seven) days from receipt of your written notice. The written notice should be addressed to us at billing@soetlief.co.za and need to include a clear reason why you elect to terminate the contract as well as provide conclusive proof of the defect or fact you rely on. We reserve the request certain information from you to ensure that it is actually (1) you who are requesting the cancellation of services and contract and also to understand (2) why you are cancelling the agreement. We will refund you in full for any Services which have not been provided and/or which you have not yet accessed. You may also be entitled to compensation depending on the reason/s provided and the supporting proof thereof. Valid reasons for the choice to terminate will be:

- 15.2.1. we made an error regarding the price or description of the Services you have ordered, and you do not wish to proceed;
- 15.2.2. there is a risk that provision of the Services may be significantly delayed because events outside of our control;
- 15.2.3. we have suspended the supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days;
- 15.2.4. you have a legal right to end the contract because of a defect in our product; or
- 15.2.5. we are unable to perform the requested Service within 30 (thirty) days after the day on which the Contract was concluded for the specific Service, unless we have agreed otherwise.

15.3. Exercising your right to change your mind (ECT Act). For most Services acquired online you have a legal right to change your mind within 7 days after the date of the Contract for a specific Service ("Cooling-off period").

The following will apply in terms of the Cooling-off period: -

- 15.3.1. The Cooling-off period will not apply (as per section 42(2) of the ECT Act) to Services which began with your consent before the end of the Cooling Off Period. If you cancel after Services started by you (or any part thereof), you must pay us for the Services provided up until the time you tell us that you have changed your mind;
- 15.3.2. Where a Cooling off Period apply you will have to notify us in writing; such written notice to be received by us within the Cooling-off period;
- 15.3.3. we may charge you reasonable costs and expenses actually incurred by us between the commencement date and date of receipt of your above notice;
- 15.3.4. were you have made payment to us already we will refund you the amount paid minus any costs as stated under clause 15.3.3 above within 30 days from date of cancellation.

15.4. Ending the contract where we are not at fault and there is no right to change your mind. If you do not have any legal rights to end the contract, you can still contact us before your order is completed and notify us that

you elect to cancel the contract. If you do this the contract will end immediately and we will refund you on a pro-rata basis for the Services not yet initiated. We *may*, deduct from that refund (or, if you have not made an advance payment, charge you) a *reasonable cancellation fee of 1 (one month)* as compensation for the net costs and expenses we will incur as a result of your ending the contract.

16. CONSEQUENCES OF TERMINATING THE CONTRACT

- 16.1. If you elect to terminate the contract and we accept the termination we will be entitled to immediately restrict your access to any of our Service Platforms for Service you elected to terminate.
- 16.2. We will refund you the purchase price of the Service, by the method you used for payment. However, we may make deductions from the price, as set out hereinabove. The refund will be effected as soon as possible but no later than 30 (thirty) days from us accepting your termination notification.
- 16.3. **Reasonable cancellation charge:** You will be responsible for payment under the contract up and until we receive full payment of the cancellation charge as per clause 15.4 above.

17. OUR RIGHTS TO TERMINATE THE CONTRACT

- 17.1. We reserve the right to terminate any contract for a Service (including our agreement to give you access to the Service Platform) at any time if you have breached any term or condition under these Terms of Services:
- 17.2. If we elect to terminate your contract we will refund any money you have paid in advance for Services we have not provided but have the right to deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaching the contract. Note the reasonable cancellation charge and a reasonable compensation charge will be deducted from your refund.
- 17.3. We will deliver, upon written request by You, any Personal Information we may have on You, unless we are required by law to keep a copy (which we will only keep for record purposes).
- 17.4. We reserve the right to terminate suspend, discontinue or change any Service (where the service has not been delivered in full). We will notify you via email at least 7 (seven) days in advance of our ending the supply of the service and will refund any sums you have paid in advance for service which will not be provided.
- 17.5. Should we deem it necessary to institute legal action against you to enforce any provisions of the Contract, then you will be responsible for all reasonable legal costs of an attorney and own client basis, including such tracing fees and collection commission which such attorneys are entitled to charge, on successful judgement of our claim.

18. INTELLECTUAL PROPERTY

- 18.1 All Intellectual Property Rights in the Programme Materials are, and remain, our intellectual property.
- 18.2 You are not authorised to:
 - 18.2.1 copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Programme Materials without prior written permission;

- 18.2.2 record on video or audio tape, relay by videophone or other means the Online Programme Materials;
- 18.2.3 use the Program Materials in the provision of any other course or training whether given by us or any third party trainer;
- 18.2.4 modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Programme Material.

18.3 Breach by you of this clause 18.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

19. IF THERE IS A PROBLEM WITH THE SERVICE, COMPLAINTS OR SUGGESTIONS

- 19.1. **How to tell us about problems:** If you have any questions or complaints about the Service, please contact us first. You can contact us by sending an e-mail:
- For technical queries: support@soetlief.co.za;
- For billing queries: billing@soetlief.co.za;
- For general queries: info@soetlief.co.za; or by using our *Suggestions/Feedback* Box.

20. PRICE AND PAYMENT

- 20.1. The price of the Service will be the price indicated on the Program Brochure available for download on the website. We use our best efforts to ensure that the prices advised to you are correct. However please see below for what happens if we discover an error in the price of the Service you order.
- 20.2. It is always possible that, despite our best efforts, some of the Services we make available may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 20.3. **PAYMENT:** We accept payment of our Services ordered by Credit, Debit Card and EFT payments.
- 20.3.1. Credit card transactions will be acquired for MySoetlief (Pty) Ltd via Payfast (Pty) Ltd ("The Paygate") who is the approved payment gateway for all South African Acquiring Banks. Payfast allows for payment via Visa, Mastercard, Diners Club or American Express credit cards. Payfast uses the strictest form of encryption, namely 128-bit Secure Socket Layer (SSL) and no credit card details are stored on the MySoetlief (Pty) Ltd Platform. Registered users may go to <https://www.payfast.co.za/security-fraud> to view their security certificate and security policy.

- 20.3.2. Your details will be stored by MySoetlief (Pty) Ltd separately from card details which are entered by the Authorised Registered user of You on the Payfast secure site. For more detail on Payfast refer to <https://www.payfast.co.za> ;
- 20.3.3. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. Transaction currency is South African Rand (ZAR).
- 20.3.4. You may make payment via EFT into a nominated bank account which will be provided to you on the placement of your order.
- 20.4. NOTE: You will not be allowed to set-off any amount against any Fee due and payable to us.
- 20.5. The Soetlief Online Portal may, in its sole discretion and notwithstanding any instruction by you, appropriate any payment received from or on behalf of You, to any indebtedness of You to the Soetlief Online Portal arising from any cause whatsoever.

21. CONFIDENTIALITY

- 21.1. We acknowledge that, during the performance of Services, we will have access to information relating to your address, contact information, and other personal information or requests for Services ("Confidential Information"). We agree that, during the term of this Agreement and thereafter, we will use and hold all such Confidential Information in the strictest confidence and not to disclose it to any person or to use it except as necessary in carrying out the Services consistent with this Agreement.
- 21.2. We reserve the right, and you hereby unconditionally agree to allow us, to use your Personal Information in accordance with our **Privacy Policy** which can be accessed on our website.
- 21.3. You agree that, in order for us to deliver the Services and to improve on our Services, that we may use any information gathered during your use of the Services.

22. WARRANTIES AND LIMITATION OF LIABILITY

IMPORTANT NOTICE - THE WARRANTIES AND LIMITATION OF LIABILITIES LISTED AND SET OUT BELOW OUR FORMS THE BASIS OF THE OFFERING WHICH YOU HAVE CHOSED TO UNSUBSCRIBE TO. BY CLICKING ON "I UNDERSTAND AND ACCEPT", "I ACCEPT" OR "SUBMIT" YOU AGREE THAT YOU READ AND UNDERSTAND WARRANTIES AND THE LIMITATIONS OF LIABILITY AS BEING REASONABLE AND ENFORCEABLE.

- 22.1. We provide our Portal, Programme Material and Services on an "AS-IS" and "AS-AVAILABLE" basis to the extent permitted by law and for registered member use only. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Portal, Programme Material and Services offer by us.
- 22.2. We make NO REPRESENTATION, GUARANTEE or WARRANTY whether in writing, implied or tacitly, regarding the availability, adaptability, contents, correctness, reliability, suitability, timelines and quality or a of our Portal, Programmes and Services.
- 22.3. We, including our employees, suppliers, licensors, content (program) providers, service and program and service providers, partners, affiliates and agents, cannot can be held responsible for any mistakes,

misrepresentation, misprint, inaccuracy, misleading information, omission or defect in printing or faulty instructions contained within the Portal, Programme Material and our Services and we shall not be liable for any damages, loss or liability of any nature whatsoever incurred by you, or any other person resulting from the use of or inability to use our Services, including the Services Platform or the technology, material and content made available on and through it.

- 22.4. We shall furthermore not be liable for any loss or corruption of data, any loss of profit, revenue or goodwill, or any indirect, special or consequential loss arising from any breach of the terms of this terms and conditions.
- 22.5. You hereby agree that it is within your sole discretion to use our Portal, Programme Material and Services and that the entire RISK arising out of your use thereof remains solely with you – to the maximum extent permitted under any applicable law.
- 22.6. You furthermore specifically indemnify us (inclusive of our directors, partners, employees and agents) against any claim, demand, damage, costs, loss or liability (including reasonable attorney fees) related to your use of our portal and/or Programs specifically where you have unlawfully distributed the contents of the Portal, Programme Material and Services, or acted in breach of the terms and conditions of this agreement inclusive of your violation of any of these terms and conditions.
- 22.7. The limitations and disclaimer in this clause do not limit your liability or alter your rights as a consumer that cannot be excluded under any applicable law.

23. FORCE MAJEURE

We will not be liable to you for any default or delay in the performance of the obligations under these Terms of Service, if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond Our reasonable control including fluctuations in communications or utility services ("Circumstances of Force Majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of alternative sources or means.

24. SUPPORT

- 24.1. In the event of you encountering any technical problems/errors with our site and/or the Program and/or Program Material, you will immediately report it to us at support@soetlief.co.za ;
- 24.2. We shall attend to the queries in respect of any technical problems/errors reported within 24 hours.

25. OTHER IMPORTANT TERMS

- 25.1. We reserve the right to transfer and cede this agreement, including our rights and obligations therein, to any third party.
- 25.2. You may NOT transfer or cede any of your rights to someone else. You may only transfer your rights or your obligations under these Terms of Services to another person if we agree thereto in writing and we have obtained all the necessary information from said person.

- 25.3. This contract is between you, the registered user, and MySoetlief Pty Ltd. No other person shall any rights to enforce any of its terms.
- 25.4. Each of the paragraphs of these terms operates separately. If a court finds part of this contract illegal or unlawful , the rest will continue to be in force and effect.
- 25.5. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by the Republic of South Africa law and you can bring legal proceedings in respect of the products in the South African courts.

We recommend you print these Terms of Services for your records.