

Standard Terms and Conditions

Any reference made to “the Company“, “we“, “us” and “our” in the Standard terms and conditions, is a reference to Acublot (Pty) Ltd, registration number 2013/022581/07, a limited liability private company incorporated in the Republic of South Africa and having its registered address at King Willow Crescent, Ranjiesfontein.

All references to “you” and “your” are deemed to refer to you as the user and/or visitor of www.acublot.com (“Website“).

These Standard Terms and Conditions (“Terms and Conditions“) govern:

- 1) Your use of the website; and
- 2) Your use of the forum.

Acceptance of Terms.

- The Company permits the use of this Website subject to the Terms and Conditions.
- By using this Website in any way, you have accepted all the Terms and Conditions, unconditionally.
- You may not use this Website if you do not agree to the Terms and Conditions.

Use of the Website.

- You may only use the Website, if you are 18 years of age or older.
- If you are under 18, you may use the Website for purposes of obtaining information on the products of the Company.
- If you are under 18, you may not purchase any products without the involvement of your parent or legal guardian.
- You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the normal working of this Website.
- In addition to the aforementioned, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from a duly authorised representative of the Company
- Such consent is deemed to have been given for standard search engine technology employed by Internet search websites to direct Internet users to this Website.
- You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.

Ownership and Copyright

- The contents of this Website, including any information, software, icons, text, graphics, layouts, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are owned by or licensed by the Company.
- No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited. To obtain permissions for the commercial use of any content on this site contact our Admin Manager at e-mail info@acublot.com.

Disclaimer

- Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk.

- While the Company takes reasonable measures to ensure that the content of this Website is accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.
- All information provided on this website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- The Company does not accept any responsibility for any errors or omissions on this Website.
- In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

Linked third party websites

- This Website may contain links or references to other websites (“Third Party Websites”) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Parties Websites and the Company is not responsible for the practices and/or privacy policies of those Third Party Websites or the cookies that those sites may use.
- Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

Privacy Policy

- We respect your privacy.
- Should you decide to make use of our Website, the only personal information that we will require of you is the following
 - ❖ your name and surname;
 - ❖ your email address;
 - ❖ your physical address; and
 - ❖ your contact details.
- It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer accurate and complete.
- This Website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers.
- “Cookies” are small text files, websites may use to recognize repeat users, facilitate the user’s on going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, in essence, ensuring a website experience second to none.
- The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature.
- If, however you decide to deny any cookies, it may restrict certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited.
- You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services, to inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material), and to improve your experience on our Website by, *inter alia*, monitoring statistical non-personal browsing habits, and to transact with us.

- The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is required in order to comply with applicable law, order of court or legal process served on the Company; and/or disclosure is necessary to protect and defend the rights or property of the Company.
- We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently.
- We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- We will:
 - ❖ treat your personal information as strictly confidential;
 - ❖ take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - ❖ promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
 - ❖ provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
 - ❖ upon your request, promptly return or destroy any and all of your personal information in our possession or control.
 - ❖ We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
 - ❖ If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, the company shall not be liable for any loss or damage, of whatsoever nature that might have been suffered by you as a result of the disclosure of such information to any third party.
 - ❖ The reason being, that we do not regulate or control the manner in which that third party may use your personal information.
 - ❖ For your peace of mind, we implore you to always ensure that you read the privacy policy and terms and conditions of such third party.

Limitation of liability

- The company shall not be liable for any direct or indirect or incidental, special or consequential damages or personal injury that might arise from the use of, or the reliance on any content contained on this website or the inability to use the website or that website of any linked third party.
- In making use of this website you indemnify the company against any form of loss, claim or damage which may be suffered as a result of the use this website by you or any person in your employer from the use of this website or that website of any linked third party.

Changes to these Terms and Conditions

- The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

Availability and Termination

- We will endeavour to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

- The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

Governing Law

- These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts and alternative dispute resolution methods like arbitration or mediation, regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

TERMS AND CONDITIONS OF SALE

- Sale of Goods
 - ❖ These Terms and Conditions of Sale govern the sale of products (“Goods“) by the Company to you by the Website.
 - ❖ Once you tick the box labelled “**I accept**”, these Terms and Conditions of Sale form a legally-binding agreement between you and the Company.
 - ❖ You may contact us by email at info@acublott.com to obtain a full record of your transaction.
 - ❖ We will in any event all your purchase orders with you by email.
- Payment
 - ❖ Payment can be made via the Website by :
 - credit card- where payment is made by credit card, we may require additional information in order to verify the validity of payment. In such cases we reserve the right to withhold delivery until such time as this additional information is required;
 - direct bank deposit or electronic funds transfer, in which event, you must make payment within 5 days of placing your order, and the Company will not execute the order until receiving confirmation that payment has been received;
 - Cheque deposits, by prior arrangement with the Company, and in which event the Company will only execute the order on notification of clearance of the deposit.
 - Once you accept these Terms and Conditions of Sale, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

PRIVACY

- Your privacy is a priority to the company and do we confirm that the security of your payment and personal information is regarded as sacrosanct.
- All personal information that you provide to us is subject to our Privacy Policy. However, due to the nature of the Internet, we cannot guarantee that your communications will be free from unauthorised access by third parties.
- Accordingly, we will not be liable for any loss or damage arising from third parties unauthorised access of your data.

CANCELLATION AND REFUND

- You are entitled to cancel your order for the goods, without penalty, within 7 days of the Goods having been delivered to you.
- In such an event :
 - ❖ you will receive a full refund of the purchase price within 15 days of the date on which the goods were returned after cancelling this agreement;
 - ❖ you undertake not to utilise the goods;
 - ❖ your agreement of purchase will be deemed to have been cancelled, and you will be liable in terms of section 44(2) of the Electronic Communications and

Transactions Act 25 of 2002 (as amended from time to time) for the direct costs of returning the Goods, such as courier and/or shipping charges.

- ❖ If the Goods in question were procured from one of the company's suppliers, you will also be liable for the direct costs incurred by the company in returning the Goods to such supplier/affiliate supplier.
 - ❖ The Company will deliver the Goods to you as soon as reasonably possible, but no later than 30 days of receipt of your payment ("Delivery Period").
 - ❖ We will notify you if we are unable to deliver the Goods during the Delivery Period.
 - ❖ You may then, within 7 days of receiving such notification elect whether or not to proceed with your order for the Goods. If you elect not to proceed with your order, we will reimburse you with the purchase price within 15 days of having informed you that we are not able to deliver the Goods during the Delivery Period.
- Returns
- ❖ Goods may be returned only when defective, damaged or if the product supplied is not the same product as what was ordered. If the Goods are defective in any way this must be reported as soon as reasonably possible after the product having been delivered to you.
 - ❖ The goods must be returned to us within a period of 6 months after delivery.
 - ❖ If the Goods are not the same as what was ordered this must be reported within 24 hours of delivery.
 - ❖ Any damage must also be immediately reported, within 24 hours of delivery.
 - ❖ If the Goods have been approved for return, we will notify you and either arrange for our couriers to collect the item from you or request that you post it back to us or ask you to return the item to our current warehouse location, dependent on your original order's shipping method.
 - ❖ Should you need to post the Goods to us please only send it to our postal address (available under Contact and Address Details – click here) and you will be credited or refunded for the postage costs incurred, up to a maximum of the whatever the current Company Postal Delivery rate is.
 - ❖ If you are returning Goods via courier or post office please package it carefully so that it does not become damaged enroute.
 - ❖ Please include the Returns Request Number and a copy of your original invoice with any return.

Breach

- If any party ("Defaulting Party") breaches any of these terms and conditions and fails to remedy such breach within 14 (fourteen) days of receipt of notice to remedy the breach, the aggrieved party shall be entitled to claim specific performance or to cancel this agreement forthwith upon written notice to the defaulting party, without prejudice to its right to recover:
 - ❖ any amounts that may be due to it in terms of this agreement; and
 - ❖ any loss or damage suffered as a consequence of the breach or the cancellation of this agreement.

Governing law and jurisdiction

- Our relationship and/or any dispute arising from or in connection with these terms and conditions of sale shall be governed by the laws of the Republic of South Africa. You agree to be subject to the exclusive jurisdiction of the South African courts or the jurisdiction of the South African alternative dispute methods like arbitration or mediation.

NOTICES

- The Company hereby selects King Willow Crescent, Ranjesfontein as its address for the service of all formal notices and legal processes in connection with these terms and conditions of sale ("domicilium").
- You hereby select the address specified on the Goods order form as your domicilium.
- Either party may change its domicilium to any other physical address by not less than 7 days' notice in writing to the other party. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English.

- All notices sent :
 - ❖ by hand will be deemed to have been received on the date of delivery;
 - by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 - ❖ by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
 - ❖ by email will be deemed to have been on the date indicated in the “Read Receipt” notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION to serve as proof that an email has been received.

General

- You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions of sale to any third party.
- Any failure on the part of you or the Company to enforce any right in terms hereof shall not constitute a waiver of that right.
- If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- No variation, addition, deletion, or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- No indulgence, extension of time, relaxation or latitude which any party (“the grantor“) may show grant or allow to the other (“the grantee“) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
- These terms and conditions of sale, read together with the Terms and Conditions of Use of the Website, the Terms and Conditions of Use of the Forum, and our Privacy Policy contain the whole agreement between you and the Company and no other warranty or undertaking is valid, unless contained in this document between the parties.