

**PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE****1. TERMS OF WEBSITE USE**

- 1.1. These terms of use ("**Terms of Use**"), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of our website <http://www.goldandi.co.za> and/or any social network website we make available to you ("**our website**").
- 1.2. Please read these Terms of Use carefully before making use of our website. We recommend that you print a copy of these Terms of Use for future reference.
- 1.3. If you do not agree to these Terms of Use, we advise that you refrain from making use of our website.

**2. OTHER APPLICABLE TERMS**

- These Terms of Use refer to the following additional terms, which also apply to your use of our website:
- 2.1. our [Privacy Policy](#), which sets out the terms on which we process any Personal Information we collect from you, or that you provide to us. By using our website or Products and Services, you consent to such processing and you warrant that all Personal Information provided by you is accurate.
  - 2.2. If you register as a User / Customer of any of our Products and Services: our [Terms of Services](#) / [Terms of Engagement](#), and these Terms of Use will apply to the provision of Products and Services via our website.

**3. INFORMATION ABOUT US**

- 3.1. **Website:** <http://www.goldandi.co.za> is an Internet website operated by Gold and I (Proprietary) Limited ("**we**", "**us**", "**our**").
- 3.2. We:
  - 3.2.1. are registered in the Republic of South Africa under company number 2016/099083/07; and
  - 3.2.2. with our principal place of business situated at 8 Mara Road, Welgemoed North, Bellville, Western Cape, 7530 ("**Premises**").
- 3.3. For more information about us, [click here](#).

**4. CHANGES TO THESE TERMS**

- 4.1. We may revise these Terms of Use or any other term(s) as referred to under these Terms of Use at any time.
- 4.2. The amendments will be applicable when published on our website.
- 4.3. Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you. We recommend that you read the [Terms and Conditions](#) before each submission of an order for Products or use of our website.

**5. CHANGES TO OUR WEBSITE**

- 5.1. We may update our website from time to time, and may change the Content at any time. However, please note that any of the Content on our website may be out of date at any given time, and we are under no obligation to update it.
- 5.2. We do not guarantee that our website, or any Content on it, will be free from errors or omissions.

**6. ACCESSING OUR WEBSITE**

- 6.1. Access to our website is made available free of charge. Applicable fees in terms of our Products and Services will be addressed in our subsequent [Terms of Service](#) / [Terms of Engagement](#).
- 6.2. We do not guarantee that our website, or any Content on it, will always be available or uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website (including, but not limited to, the Products and Services available) without notice to you. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period.
- 6.3. You are responsible for making all arrangements necessary for you to have access to our website, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that our website or any subsequent services, or any portion thereof, will function on any particular hardware or devices. In addition, use of our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 6.4. You are also responsible for ensuring that all persons who access our website through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.
- 6.5. **Our website is directed to people residing within the Republic of South Africa.** We do not represent that Content available on, or through, our website or our Products or Services are appropriate or available in other locations. We may limit the availability of our website or any Products or Services described on our website to any person or geographic area at any time. If you choose to access our website from outside the Republic of South Africa, you do so at your own risk.

**7. RIGHTS GRANTED TO YOU**

- 7.1. Subject to your compliance with any and all provisions contained in these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use our website and Content at any time, solely for your personal, non-commercial use.
- 7.2. Any rights not expressly granted herein are reserved by us and our licensors.

## 8. PROHIBITED USES

- 8.1. You may not use our website or Content:
  - 8.1.1. in any way that breaches any applicable local, national or international law or regulation;
  - 8.1.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 8.1.3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: *Spam*);
  - 8.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into our website or the Content used by us or any other Users of our website; or
  - 8.1.5. to access, without authority, interfere with, damage or disrupt any part of our website or the equipment or network on which the website is stored.
- 8.2. You may further not:
  - 8.2.1. remove any copyright, trademark or other proprietary notices from any portion of our website or from the Products or the Services available;
  - 8.2.2. reproduce, copy (direct or in-direct), modify, adapt, reproduce, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our website or the Products or Services (or any part thereof);
  - 8.2.3. decompile, reverse engineer or disassemble our website or the Products or Services except as may be permitted by applicable law;
  - 8.2.4. cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of our website or unduly burdening or hindering the operation and/or functionality of any aspect of our website;
  - 8.2.5. frame our website or any part thereof;
  - 8.2.6. access or use our website or the Content through automated means, including through the use of "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); or
  - 8.2.7. attempt to gain unauthorized access to or impair any aspect of our website or its related systems or networks.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. We are the owners and/or rightful licensees of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out), inventions, trademarks, which are created, invented and/or developed, registered or unregistered) in our website and Content and any subsequent Products and Services. Those works are protected by local and international laws and treaties around the world. All such rights are reserved.
- 9.2. You may copy, and may download extracts, of any page(s) from our website for your personal use and to determine whether you wish to purchase the Products or utilise our Services. You may draw the attention of others to content posted on our website or by sharing same via social networks or other means available.
- 9.3. You must not modify the copies of any materials you have printed off or downloaded from our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on our website must always be acknowledged.
- 9.4. Neither these Terms of Use nor your use of our Services or purchase of the Products convey or grant to you any rights:
  - 9.4.1. in or related to our website except for the limited license granted under paragraph 7 above; or
  - 9.4.2. to use or reference in any manner our business names, service names, logos, trademarks or services marks or those of our licensors (registered or un-registered).
- 9.5. If you feel that any of your copyright or the copyright of any third party may have been infringed, then a claim of such infringement should be sent to us on [info@goldandi.co.za](mailto:info@goldandi.co.za).

## 10. NO RELIANCE ON INFORMATION

- 10.1. The Content on our website is provided for general information purposes only.
- 10.2. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

## 11. LIMITATION OF OUR LIABILITY

- 11.1. **WE PROVIDE OUR WEBSITE TO YOU ON AN "AS-IS" AND ON AN "AS-AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT OR OUR SERVICES, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR PRODUCTS OR SERVICES REQUESTED THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR**

**WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW.**

- 11.2. **IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THEREFORE YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE, OUR DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, USE OF DATA, GOODWILL OR OTHER INTANGIBLE LOSSES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM (I) THE USE OR THE INABILITY TO USE OUR WEBSITE OR SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTED SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE OR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY VIA OUR SERVICES OR ON OUR WEBSITE; (V) RESULTS OF OUR SERVICES, ANY WEBSITES LINKED TO OUR WEBSITE AND ANY CONTENT POSTED ON IT; (VI) FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL; OR (VII) ANY OTHER MATTER RELATING TO OUR WEBSITE, PRODUCTS AND SERVICES.**
- 11.3. **THE LIMITATIONS AND DISCLAIMER IN THIS PARAGRAPH 11 DO NOT LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW.**
- 11.4. We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 11.5. Different limitations and exclusions of liability may apply to liability arising as a result of the supply of Products or Services by us to you, which will be set out in our [Terms of Services](#).

## **12. SECURITY**

- 12.1. Although we are not obliged to provide security on our website, we feel it is important that your information, or any communication between us, is dealt with in the most secure manner reasonable possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our website are completely secure at all times.
- 12.2. To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the ECT Act, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the RIC Act.
- 12.3. It is our policy to virus check documents and files before they are uploaded to our website. However, we cannot guarantee that documents or files downloaded from our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you agree not to upload or provide, via our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to our website.

## **13. LINKING TO OUR WEBSITE**

- 13.1. You may link to our website, but only to the [Home Page](#), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it or breach any provision of these Terms of Use.
- 13.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or provide a link to our website in any website that is not owned by you.
- 13.3. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the [Home Page](#).
- 13.4. We reserve the right to withdraw linking permission without notice to you.
- 13.5. The website in which you are linking must comply in all respects with our [Acceptable Use Policy](#).

## **14. THIRD PARTY SERVICES, CONTENT AND LINKS IN OUR WEBSITE**

Our Services may be made available or accessed through third party service providers and through content (including advertising) which we do not control. Where our website contains links to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. We do not endorse such third party services and content and in no event shall we be responsible or liable for any products or services of such third party providers.

## **15. BREACH, SUSPENSION AND TERMINATION**

- 15.1. Kindly take note that it is within our discretion to determine whether there has been a breach of these Terms of Use through your use of our website. When a breach occurs, we may take such action as we deem appropriate.
- 15.2. We specifically exclude any liability for our actions taken in response to a breach of these Terms of Use.
- 15.3. **All costs, charges and expenses of whatsoever nature which may be incurred by us in enforcing our rights in terms hereof including, without limitation, legal costs on the scale as between an**

**attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.**

- 15.4. No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 15.5. Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

## 16. APPLICABLE LAW AND JURISDICTION

- 16.1. If you are a Consumer, please note that these Terms of Use applicable to our Services, its subject matter and its formation, are governed by the laws of the Republic of South Africa. We both agree that the courts of the Republic of South Africa will have exclusive jurisdiction.
- 16.2. Kindly take note that no term, condition and/or provision of these Terms of Use is intended to limit your right to settle a dispute concerning the CPA (to the extent applicable) using the mechanisms provided for herein.

## 17. ELECTRONIC COMMUNICATION AND CONTACT

- 17.1. Any Data Messages sent by us to you shall be deemed to have been sent from the Premises.
- 17.2. A Data Message is deemed to be **sent**:
  - 17.2.1. **By us**, at the time shown on such message, or if not so shown, at the time shown on our information system; and
  - 17.2.2. **By you**, at the time when we confirm receipt thereof.
- 17.3. A Data Message is deemed to be **received**:
  - 17.3.1. **By us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by us that it does; and
  - 17.3.2. **By you**, once it enters your information system.
- 17.4. As provided for in terms of section 11(3) of the ECT Act, all information incorporated by the use of hyperlinks and/or other methods of reference shall form part of these Terms of Use.
- 17.5. **Attribution of Data Messages** - You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to us was sent by you.
- 17.6. **Expression of Intent – use of our website**: For purposes of electronic communications between you and us no electronic signature is required. The mere sending of a Data Message or browsing of our website demonstrates your intent to be a party to this Terms of Use.

## 18. CONTACT US

- 18.1. **Website functionality or any other recommendations**: Send us an email at [info@goldandi.co.za](mailto:info@goldandi.co.za).
- 18.2. **Our Services**: Contact us by way of our [Contact Us](#)-page.
- 18.3. **Complaints**: We kindly request that you contact us first should you have any complaints or any other service related issues. It is important to us that you are satisfied with our Services. You may use the contact information as per our [Contact Us](#)-page. Please ask for a reference number if you speak to any of our representatives/consultants. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complain.
- 18.4. **Legal Documentation or Notices** (*hopefully this will never be required*):
  - 18.4.1. Physical address: our Premises;
  - 18.4.2. Email: [info@goldandi.co.za](mailto:info@goldandi.co.za) (heading: "LEGAL");
  - 18.4.3. Marked for the attention of: **Managing Director (Legal)**
- 18.5. If we are required to send you any legal documents or notices you agree that we can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details we may find about you on the Internet.
- 18.6. Any notice to you, or us, which is:
  - 18.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under paragraph 18.4.1 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;
  - 18.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; or
  - 18.6.3. sent by a Data Message to the addressee shall be deemed to be received as per paragraph 17.3 above.
- 18.7. Notwithstanding anything to the contrary herein, a written notice actually received by you or us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

## 19. DEFINITIONS

- 19.1. **Consumer** shall have the same meaning attributed to it in terms of the CPA;
- 19.2. **Content** means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our website;

- 19.3. **CPA** means the Consumer Protection Act, Act 68 of 2008;
- 19.4. **Data Message** shall have the same meaning attributed to it in terms of the ECT Act;
- 19.5. **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
- 19.6. **Personal Information** shall have the same meaning attributed to it in terms of the POPI Act;
- 19.7. **POPI Act** means the Protection of Personal Information Act, Act 4 of 2013;
- 19.8. **Products** means the products available for purchase on our website, including, without limitation, jewellery and ancillary goods;
- 19.9. **RIC Act** means the Regulation of Interception of Communications and Provision of Communication Related Information Act, Act 70 of 2002;
- 19.10. **Services** means the services provided by us which includes, without limitation, the offer for sale and delivery of Products to Users, as well as jewellery design, manufacturing, repairing and ancillary services; and
- 19.11. **Users** mean users of our website (including u!).