

**ATTENTION: YOU MUST BE AT LEAST 25 YEARS OLD TO REGISTER ON OR USE THIS WEBSITE. ACCESS OR USE OF THIS SITE OR ITS CONTENTS BY ANY PERSON UNDER THE AGE OF 25 IS STRICTLY PROHIBITED**

These Terms are issued by <http://www.sthandwa.com/>(the "Company"). Please read this Member Terms and Conditions Agreement (the "Agreement") carefully. The Agreement sets out the terms under which the Website services (the "Services") are provided to you by us and applies to the entire contents of the Website under the domain name <http://www.sthandwa.com/>(the "Website" ) and to any correspondence by e-mail between you and us. Please read this Agreement carefully before using this Website.

By registering with Website, you become a Member (a "Member"), and you agree to be bound by the terms and conditions of this Agreement (the "Terms") for as long as you continue to be a Member. Visitors to the Website who do not register as a member also agree to be bound by these Terms. If you do not agree to the Terms, please do not register for the Website Service or otherwise access or use this Website.

## **1. INTRODUCTION**

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1.1 By accessing any part of the Website, you shall be deemed to have accepted the Terms in full. If you do not accept these Terms in full, you must leave the Website immediately.

1.2 You are responsible for obtaining access to the Website, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Website.

1.3 Sthandwa.com uses industry standard practices to safeguard the confidentiality of your personal identifiable information. Sthandwa.com treats data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by members inside and outside the company. However, "perfect security" does not exist on the Internet.

1.4 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

1.5 The Company reserves the right to modify or withdraw, temporarily or permanently the Website (or any part of it) with or without notice and shall not be liable to you or any third party for any modification or withdrawal of the Website.

## **2. OUR RIGHTS**

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2.1 We reserve the right at any time to:

2.1.1 Change the terms and conditions of the Agreement;

2.1.2 Change the Website, including eliminating or discontinuing any content on or feature of the Website; or

2.1.3 Change any membership fees or charges for using the Website.

2.2. Any changes we make will be effective immediately upon notice, which we may provide by means including, without limitation, posting on the Website or email. Your use of the Website after such notice will be deemed acceptance of the changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version. Upon our request, you agree to sign a non-electronic version of this Agreement.

### **3. REGISTRATION**

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3.1 To become a Member you must register with us. When and if you register to become a Member, you agree to provide accurate, current and complete information about yourself as prompted by our registration form ("Registration Data"), and to maintain and update your information to keep it accurate, current and complete. You agree that we may rely on your Registration Data as accurate, current and complete. You acknowledge that if your Registration Data is untrue, inaccurate, not current or incomplete in any respect, we reserve the right to terminate this Agreement and your use of the Website.

3.2 When you register, we will require that you provide sufficient information to indicate that you are at least 25 years old. By becoming a Member, you represent and warrant that you are at least 25 years old, which is the minimum required age to become a Member. However, we cannot guarantee that each Member is at least the required minimum age, nor do we accept responsibility or liability for any content, communication or other use or access of the Website by persons under the age of 25 in violation of these Terms.

3.3 Either you or Website may terminate your Membership at any time, for any reason, effective upon sending written notice to the other party. All Membership fees paid are non-refundable. We reserve the right to immediately suspend or terminate your access to the Service, without notice, upon any breach of this Agreement by you, which is brought to our attention.

3.4 Your Membership in the Service is for your sole, personal use. You may not authorise others to use your Membership, and you may not assign or otherwise transfer your account to any other person or entity

### **4. USERNAME AND PASSWORD.**

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4.1 As part of the registration process, you will be asked to select a username and password. We may refuse to grant any username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as we determine in our sole discretion. You are responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Website to any third party. If you have reason to believe that your account is no longer secure, you must promptly change your password by updating your account information, available at the 'MyCrowd' Page after logging on to Sthandwa.com Website, and immediately notify us by emailing us. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT and for restricting access to Your computer to prevent unauthorised access following registration.

## **5. PAYMENT**

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5.1 Our fees are as set out in our Website from time to time. Fees are due in full in advance and are payable whenever you wish to renew your membership.

5.2 Upon registering for the Services you will be sent your user registration details and payment confirmation e-mail, which contains your payment reference. You must keep a copy of this information as this may be required if you want to cancel your FuturePay agreement.

5.3 Once you have started using the Services you shall not be entitled to any refund unless there is an error in the operation of our program or processes that results in the Services being unavailable for 48 hours or more in any one consecutive period . If you feel that the Services have been defective in any way you must contact our Support Team using the Contact Form on the Website, with your reasons for claiming a refund plus a copy of your user registration details and Transaction id Number or Payment invoice (without this we will be unable to help).

5.4 Where we agree to a refund, the refund will be made within 30 days approval of your application. If a refund is granted then this will be on a pro-rated basis for how long you have used the membership. A small administration charge will be deducted from the amount paid.

5.5 In the event that:

5.5.1 we are unable to process your payment details within three days of the due date;

5.5.2 your payment is refused; or

5.5.3 your payment is not cleared

the Services will terminate automatically.

## **6. ONLINE CONDUCT**

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6.1 As a Member, you agree that:

6.1.1 You are solely responsible for the content or information you publish or display (hereinafter, "post") on the Service, or transmit to other Members.

6.1.2 You will not post on the Service, or transmit to other Members or employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

6.1.3 You will use the Service in a manner consistent with any and all applicable laws and regulations. You will not include in your profile any telephone numbers, street addresses, last names, URLs, email addresses, offensive references, or offensive language, or any confidential information of any third person, and you will not post any photographs or other images containing personal information. We reserves the right, but has no obligation, to reject any profile or photograph or image that does not comply with the following prohibitions:

- (a) You will not impersonate any person or entity;
- (b) You will not "stalk" or otherwise harass any person;
- (c) You will not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You will not transmit any chain letters, spam or junk email to other Members;
- (d) You will not express or imply that any statements you make are endorsed by us, without our specific prior written consent;
- (e) You will not harvest or collect personal information about other members whether or not for commercial purposes, without their express consent;
- (f) You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents;
- (g) You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- (h) You will not remove any copyright, trademark or other proprietary rights notices contained in the Website;
- (i) You will not interfere with or disrupt the Services or the Website or the servers or networks connected to the Services or the Website;
- (j) You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (k) You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;
- (l) You will not "frame" or "mirror" any part of the Website, without our prior written authorization. You also shall not use metatags or code or other devices containing any reference to Website or the Service or the Website in order to direct any person to any other Web Website for any purpose;
- (m) You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or any software used on or for the Website or cause others to do so;
- (n) You are solely responsible for your interactions with other Members. Website reserves the right, but has no obligation, to monitor disputes between you and other Members;
- (o) We do not exclude any liability for death or personal injury due to our negligence.

## **7. INDEMNITY BY MEMBER**

7.1 You agree to indemnify and hold harmless the Company against all claims, expenses and costs (including legal costs) incurred or suffered by us as a result of or in connection with (i) your breach of

this Agreement; (ii) any allegation that any materials that you submit to us or transmit to the Website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Website unless as a result of your compliance with our requirements.

## **8. ONLINE CONTENT**

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8.1 Opinions, advice, statements, offers or other information or content made available through the Service are those of their respective member-author and not of Website, and should not be relied upon. Such Members are solely responsible for such content. We do not guarantee the accuracy, completeness or usefulness of any information on the Service and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made. Under no circumstances will Website be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service or transmitted to Members.

8.2 The Website may contain links to other websites or resources operated by parties other than the Company . The Company's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators . You acknowledge and agree that we shall not be held responsible for the legality, accuracy or inappropriate nature of any content, advertising, products, services or information located on or through any other websites or for the operation or policies of any such websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such Websites or such content or other information.

8.3 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave the Website. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

## **9. WARNING - PLEASE READ:**

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9.1 It is possible that other Members or users (including unauthorized users, or "hackers") may post or transmit offensive or obscene materials on the Service and that you may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about you due to your use of the Service, and that the recipient may use such information to harass or injure you. Website is not responsible for the use of any personal information that you may disclose on the Service. Please carefully select the type of information that you post on the Service or release to others.

9.2 Website reserves the right, but has no obligation, to monitor the materials posted in any area of the Service. Website shall have the right but not the obligation to remove any such material that violates, or is alleged to violate, the law or this Agreement. Notwithstanding this right of Website, you remain solely responsible for the content of the materials you post in any area of the Service and your private email messages. Emails sent between you and other members that are not readily accessible to the general public will be treated as private by Website to the extent required by applicable law and pursuant to the commercially reasonable efforts of Website.

## **10. PROPRIETARY RIGHTS**

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10.1 The Website, its design, layout, look, appearance and graphics and any necessary software used in connection with the Services and the Website is the exclusive property of the Company.

10.2 Any content contained in sponsor advertisements or any information presented to you through the Website is protected by copyright, trademarks, service marks, patents or other proprietary rights.

10.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website are owned by [or licensed to the Company]. In addition, other Members may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display or sell any such proprietary information.

10.4 By posting information or content to any area of Website, you automatically grant, and you represent and warrant that you have the right to grant, to Website and other Members an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

## **COPYRIGHT POLICY**

10.6 We respect the intellectual property of others, and we ask our Members to do the same. If you believe that a copy of your work is available on the Website without your consent or that a copyright infringement has otherwise occurred, please supply us with the following information:

10.6.1 A description of the copyrighted work that you claim has been infringed;

10.6.2 Details of where the infringing material is located on the Website;

10.6.3 Your address, telephone number and email address;

10.6.4 A statement by you that you believe in good faith that the use of the work on the Website is not authorized by the copyright owner or any person entitled to act on their behalf or by law; and

10.6.5 An affidavit executed by you that the information you provide concerning the copyright infringed is accurate and that you are the copyright owner authorized to act on their behalf.

## **11. INFORMATION SUPPLIED BY MEMBER**

11.1 We will respect your personal information and undertake to comply with all applicable data protection legislation in South Africa and other jurisdictions in which we offer the Service, subject to the Privacy Policy of Website.

11.2 The personal information (including sensitive personal information) you provide to us will be stored on computer. You consent to us using this information to build up a profile of interests, preferences and browsing patterns and to allow you to participate in the Website Service. All Members also agree to uphold and maintain our Privacy Policy and to the terms and conditions thereof.

## 12. DISCLAIMER OF WARRANTY

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12.1 By entering the Website you agree that under no circumstance will the Company or its agents, officers or employees be held liable or responsible for: any content contained on or omitted from the Website; any person's reliance on any such content, whether or not the content is complete, current or correct; any viruses or defects that may be found to exist on the Website.

12.2 The Company will not be liable or responsible for any damage or loss caused as a result of your doing, or not doing, anything as a result of reading, viewing or listening to any material, or any part of it, on the Website.

12.3 The Company is not liable or responsible for any inaccuracies, errors (including typographical errors) or omissions, or for the results obtained from the use of the Website or its content. Website PROVIDES THE SERVICE AND THE SITE ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, IN ANY COMMUNICATION WITH STHANDWA.COM OR ITS REPRESENTATIVES, OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE SITE. Website SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. STHANDWA.COM DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, TELEPHONE OR OTHER SERVICE, INCLUDING COVERAGE, RANGE, OR ANY INTERRUPTION IN TELEPHONE OR OTHER SERVICE.

12.4 The views expressed on the Website do not necessarily reflect the views of the Company. All content, and any advice received via the Website, are not intended, and should not be relied upon, for any personal, professional, legal, or religious decisions you may wish to make. Instead you should consult an appropriate professional in order to obtain specific advice tailored to your situation.

12.5 Material on the Website may be susceptible to data corruption, interception and unauthorised amendment for which the Company does not accept liability or responsibility. The Company does not accept liability or responsibility for the presence of any computer viruses contained in any material on the Website, whether it is read, viewed, listened to, copied, downloaded, printed or accessed in any other way. The Company does not accept liability or responsibility for any losses caused as a result of any computer viruses contained in any material on the Website.

12.6 Advertisements (including banner adverts and pop-ups) featured on the Website do not imply endorsement of the services or products advertised. The Company will not be liable or responsible for services or products advertised nor will the Company be liable or responsible for any damage to your computer equipment, software, data or other property as the result of your viewing, or responding to, advertisements (including banner adverts and pop-ups) featured on the Website.

12.7 The Company does not guarantee that the Website will be compatible with all hardware and software that may be used by you. The Company will not be held liable or responsible for any damage to your computer equipment, software, data or other property as the result of your access to, use of, or browsing of any material on the Website.

12.8 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you shall be responsible for all costs thereof.

12.9 Nothing in these Terms shall exclude any liability of the Company, which cannot be excluded or limited under applicable law.

12.10 Subject to Clause 11.9 you enter the Website entirely at your own risk and if you are dissatisfied with any portion of the Website, or with any of these Terms of use, your sole and exclusive remedy is to discontinue using the Website.

### **13. LIMITATION OF LIABILITY**

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13.1 STHANDWA.COM NOT BE LIABLE TO YOU FOR ANY indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR THE WEBSITE and we shall have no liability to pay any money to you by way of compensation other than to refund you the amount paid by you for the SERVICES.

13.2 In addition, Sthandwa.com disclaims all liability, regardless of the form of action, for the acts or omissions of other Members or users (including unauthorized users, or "hackers") of the Service.

13.3 Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to you.

13.4 We shall have no liability to you for any failure to provide the Services to you if caused by any event or circumstances beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown or systems or network access, flood, fire, explosion or accident.

13.5 Although we have limited our liability in this Clause 12 nothing in these Terms limits our liability for death or personal injury caused by our negligence and nothing affects your legal rights.

### **14. COMPLAINTS**

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14.1 To resolve a complaint regarding the Service or the Website, you should contact Website Customer Support using the Contact for on the Website

### **15. INVALIDITY**

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15.1 If any part of this Agreement is unenforceable including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

### **16. PRIVACY**

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16.1 You acknowledge and agree to be bound by the terms of our privacy policy and Website terms and conditions.

### **17. GENERAL PROVISIONS**

17.1 The Company may assign the Agreement or subcontract any or all of its rights and obligations under the Agreement. You may not assign, transfer, charge or deal in any other manner with the Agreement or any of its rights under it without the prior written consent of Website .

17.2 The Agreement shall terminate immediately and without notice if you breach any of the Terms, subject to the survival of all rights and reservations of Website.

17.3 A person who is not a party to this agreement has no right under under any circumstance to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists

17.4 The contract between us shall be governed and interpreted in accordance with the courts of law of South Africa and the courts shall have jurisdiction to resolve any disputes between us.

17.5 These Terms together with our current website prices, contact details and privacy policy set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.

17.6 Unless otherwise explicitly stated, the Terms will survive termination of your Membership to the Service.

17.7 If any part of these terms and conditions are unenforceable including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

17.8 The Member certifies that the Member has read and agrees to be bound by these Sthandwa.com Member Terms and Conditions.