

TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS

- 1.1. **“Commission”** means the commission payable by the Seller to us of 3% (three per cent) calculated on the value of the transaction concluded between the Seller and the Purchaser for the sale of Goods resulting from a Listing on the Website;
- 1.2. **“Commission Cap”** means the commission amount payable by the Seller is capped at R25 000.00 (twenty-five thousand Rand) per transaction.
- 1.3. **“Dealer”** means an individual or entity that regularly trades in or is otherwise in the business of purchasing and selling vehicles;
- 1.4. **“ECTA”** means the Electronic Communications and Transactions Act 70 of 2002, as amended;
- 1.5. **“Goods”** means a vehicle, part, accessory or other item indicated in a Listing;
- 1.6. **“Listing”** means a submission approved by us and published on our Website free of charge for the sale of Goods by a Seller to a Purchaser;
- 1.7. **“Purchaser”** means an individual or entity, including a Dealer, who uses the Services offered on the Website to purchase Goods from a Seller in response to a Listing;
- 1.8. **“RICA”** means the Regulation of Interception of Communications Act No 70 of 2002, as amended;
- 1.9. **“Seller”** means an individual or entity, including a Dealer, who uses the Services offered on the Website to sell Goods by means of a Listing published on the Website;
- 1.10. **“Services”** means the services provided by us on the Website for the sale and purchase of Goods by means of a Listing;
- 1.11. **“Terms of Service”** means these terms and conditions of service, as amended or replaced from time to time;
- 1.12. **“you”** or **“your”** means an any person who accesses and uses the Website and the Services, including a user who has registered on the Website;
- 1.13. **“we”, “us”, “our”** means SeritoScape (Pty) Limited t/a Torque Trader (Registration Number: 2022/215448/07) and its directors, employees, consultants, subcontractors, agents and representatives; and
- 1.14. **“Website”** means the website created, managed and maintained by us or on our behalf located at www.torque trader.co.za and includes the Listings, Services and all aspects, contents, facilities, information and functions of any nature whatsoever related to the Website.

2. ACCEPTANCE OF THESE TERMS OF SERVICE

- 2.1. These Terms of Service, read together with our Privacy Policy and Terms and Conditions of Use of the Website, apply to the Services.
- 2.2. By using the Services, you are deemed to have read, understood and accepted these Terms of Service and you agree to be bound by them. If you are acting on behalf of an entity, you represent and warrant that you have the authority to bind the entity.
- 2.3. You may not cede, assign or otherwise transfer your rights and/or obligations under these Terms of Service to any third party without our prior written consent.

3. USER ACCOUNT

- 3.1. To use the Services on the Website you will need to register a user account free of charge.
- 3.2. As part of the registration process you will be required to provide a unique username and password and certain personal information to us.
- 3.3. You undertake to supply truthful, accurate and complete information when registering a user account on the Website. All information you provide to register a user account on the Website will be processed in terms of our Privacy Policy and our Terms and Conditions of Use of the Website.
- 3.4. You are responsible for maintaining the confidentiality and security of your username and password and you agree that you will not disclose it to any third party under any circumstances. We will not be liable for any loss or damage arising from your failure to keep your username and password confidential and secure or for any unauthorised use of or activities on your user account and you hereby indemnify us for any losses or damages that you may sustain or incur.
- 3.5. You must notify us immediately if you suspect or know of any unauthorised use of your username and password, any breach of the security of your account or any fraudulent activity

- on your account.
- 3.6. We may suspend or terminate your user account at any time and for any reason, including any improper use of the Website and/or the Services or your failure to comply with these Terms of Service. If we suspend or terminate your user account, you must not take any action to circumvent such suspension or termination, including by creating and/or using a different user account.
 - 3.7. When you register a user account and use our Services, we will communicate with you electronically or by posting notices on the Website and you consent to receive such electronic correspondence from us. Such correspondence forms part of the Services and is necessary for the administration of your user account. If you do not wish to receive this correspondence, please do not use the Services.
 - 3.8. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements of the ECTA that such communications be in writing. You acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and us.
 - 3.9. The Website includes email functionality for communications between you and us and chat functionality to enable Sellers and Purchasers to communicate with each other via the Website in respect of a Listing. You understand that communications by means of email and the Internet are inherently unsecure and can be monitored and intercepted. Subject to the provisions of RICA, you agree and consent for us to monitor, intercept, block, filter, read, delete, disclose and use all communications sent and/or received between you and us, our employees, directors, agents or third parties and communications between Sellers and Purchasers relating to the use of the Website and its email and chat functionalities. You acknowledge that your consent in terms of this clause 3.9 satisfies the requirements of ECTA for consent in "writing". We will not be responsible if a third party intercepts any communications between you and us or between Sellers and Purchasers and this causes damage to you.

4. SERVICES

- 4.1. We shall provide the Services with reasonable care and skill and in a professional and timely manner. We may at any time and for any reason and without notice to you refuse to provide the Services to you, modify and discontinue all or any part of the Services, and restrict, suspend or terminate any Services.
- 4.2. By providing the Services, we give Sellers the opportunity to complete the online submission form to submit details of Goods that they wish to have listed for sale on the Website.
- 4.3. We are neither the Seller nor the Purchaser of the Goods in any Listings on the Website, nor will we be involved in the negotiation and conclusion of any sale agreement between a Seller and a Purchaser pursuant to a Listing. Accordingly, we will have no liability arising from any such sale agreement, and Sellers and Purchasers hereby indemnify us in full.
- 4.4. To protect both the Seller and the Purchaser, we offer the Purchaser the option to have the Goods verified by an independent, reputable workshop before purchasing the Goods from the Seller. We will have no liability arising from any such verification of Goods, and Sellers and Purchasers hereby indemnify us in full.
- 4.5. By accessing the Website, you agree not to use any information about Sellers, Goods or any other information in or relating to a Listing for any purpose other than the purchase or sale of the Goods indicated in a Listing.
- 4.6. Any information about Goods in a Listing is supplied by the Seller and not by us. In no way do we represent that the information in a Listing is accurate or complete. The price and other terms of sale of Goods remains the subject of direct negotiation between a Seller and Purchaser. Before purchasing Goods, a Purchaser should confirm all information in a Listing relating to the Goods with the Seller, including the purchase price, specifications and location.
- 4.7. **If a Seller's Listing results in the sale of the Goods to a Purchaser, the Seller will be required to pay us the Commission in accordance with clause 8 of these Terms of Service.**
- 4.8. Sellers and Purchasers may submit ratings and feedback on the Website in relation to the sale of Goods indicated in a Listing on the Website. We reserve the right to remove any ratings and feedback relating to negotiations or communications where Goods were not in fact sold by a Seller to a Purchaser.

5. SUBMISSIONS AND LISTINGS

- 5.1. A Seller may submit details to us of the Goods that they wish us to consider to be listed on our Website. All submissions must comply with these Terms of Service.
- 5.2. Sellers are obliged to submit complete and correct information about Goods in a Listing. We are not responsible for any loss or damage arising from any incomplete, inaccurate or false information in a Listing.
- 5.3. As a Seller you will be required to provide your name and surname, identification number, telephone number, mobile number, name and contact details of the Dealer, if applicable, and your physical and postal addresses. The Seller's contact details must allow a Purchaser to communicate directly with the Seller.
- 5.4. We will review the content of a submission and we reserve our rights to contact you and any applicable third parties to verify any information included in a submission and to investigate the status, condition and value of the Goods and we are not obliged to disclose the results of any such verification or investigation.
- 5.5. We may refuse to process or reject a submission and suspend, terminate or block your user account and refuse any future access, use and/or registration if:
 - 5.5.1. we are unable to verify all information in a submission;
 - 5.5.2. you make duplicate submissions;
 - 5.5.3. your submission appears to copy the Listing of another user;
 - 5.5.4. any content has ever been the subject of any threatened or actual legal proceedings or other similar complaint;
 - 5.5.5. we suspect or determine that your submission contains any false, misleading and/or infringing information, or does not comply with our requirements for submissions and these Terms of Service; and/or
 - 5.5.6. we suspect or determine that you have previously been in or are currently in breach of any of the provisions of these Terms of Service, our Privacy Policy and/or our Terms and Conditions of Use of the Website;
 - 5.5.7. **you have failed and/or refused to pay us the Commission in terms of clause 8.1 below; and/or**
 - 5.5.8. **you have circumvented us by failing to comply with the provisions of clause 9 below.**
- 5.6. You will take full responsibility for the content of a submission and undertake not to include any content that:
 - 5.6.1. would violate any laws or regulations;
 - 5.6.2. may be inaccurate, fraudulent, false, misleading;
 - 5.6.3. is harmful, abusive, defamatory, harassing, threatening, libellous, vulgar, scandalous, sexually explicit, indecent, profane, pornographic, obscene, offensive, malicious, racist, amounts to hate speech or is or otherwise objectionable;
 - 5.6.4. incite violence or conduct that would give rise to a criminal offence or civil liability;
 - 5.6.5. invades the privacy of any person;
 - 5.6.6. violates or infringes the rights of any party, including copyright or intellectual property rights;
 - 5.6.7. contains any malware, spyware, ransomware or other malicious or destructive programs or codes; or
 - 5.6.8. constitutes commercial solicitation, junk emails, chain letters, spam or unsolicited bulk emails.

6. SUBMISSIONS FOR VEHICLES

- 6.1. In addition to the provisions of clause 5 above, a Seller must comply with the provisions of this clause 6 in respect of submissions and Listings of vehicles.
- 6.2. The Seller must include the following information directly relevant to the vehicle they wish to sell to enable us to properly consider the submission:
 - 6.2.1. full description and specifications of the vehicle, including make, model, colour, year of registration, mileage, vehicle license disc and vehicle identification number (VIN);
 - 6.2.2. copy of proof of ownership in the form of a Certificate of Registration in Respect of a Motor Vehicle issued by eNaTIS;
 - 6.2.3. physical location of the vehicle, including the suburb, city and province in South Africa;
 - 6.2.4. asking price;
 - 6.2.5. current photographs of the vehicle, including a photograph in which the registration of the vehicle is clearly visible;
- 6.3. We will not consider any submissions in respect of the following vehicles:

- 6.3.1. salvage vehicles, including vehicles that are insurance buy-outs or write-offs;
- 6.3.2. vehicles with Code 3 status having been involved in an accident and which, according to the insurer, are so badly damaged that they are not worth repairing;
- 6.3.3. vehicles with Code 4 status that are damaged to such a degree that they cannot be made roadworthy;
- 6.3.4. stolen vehicles.

7. PUBLICATION OF LISTINGS

- 7.1. We will send the Seller a confirmation email to notify them whether we have approved or rejected their submission. We are not bound to accept a submission and we reserve the right to reject a submission without giving any reasons.
- 7.2. If we approve a submission, we will publish the Listing on the Website within 24 (twenty four) hours of our email notification. We reserve the right, in our sole discretion and without having to give reasons, to withdraw our approval of a Listing at any time before or after publication on the Website.
- 7.3. Our acceptance of an and publication of a Listing does not guarantee that the Listing will result in the sale of the Goods.
- 7.4. If a Listing is published on the Website, you acknowledge that the Website may not be continuously available or that the publication of the Listing will be corruption or error free and we are not responsible for any loss or damage arising from any incomplete, inaccurate or false information in a Listing.
- 7.5. We may in our sole discretion add to, edit, reformat, condense or move content within a Listing and decide the format, position and placement of the Listing on the Website.
- 7.6. Listings are published on the Website for a limited period and will expire after 90 (ninety) days from the date of publication on the Website, at which time the Listing will be removed from the available Listings on the Website.
- 7.7. We will only publish one Listing per Goods on the Website at any time. If you submit a subsequent submission for Goods already listed on the Website, your subsequent submission will replace the Listing that has already been published on the Website for the same Goods.
- 7.8. We do not undertake to monitor any Listing on the Website, and you acknowledge and agree that your use of the Website and any Listing published on the Website is done entirely at your own risk.
- 7.9. We are not liable for any contact between a Seller and a Purchaser in response to a Listing. You acknowledge that your contact details will be made available to potential Purchasers when your Listing is published on the Website.
- 7.10. You will not have any claim against us of any nature whatsoever for any click fraud arising in respect of any Listing.
- 7.11. We may from time to time review Listings posted on the Website to confirm that the Listing does not violate these Terms of Service and/or any applicable laws.
- 7.12. We may, in our sole discretion and without notice to you, disable or remove any Listing published on the Website, and delete any Listing or other information stored on our server.
- 7.13. A Seller must notify us as soon as the Goods have been sold or if the Seller wishes to withdraw the Listing so that we can promptly remove the Listing from the Website.
- 7.14. You may make amendments or updates to your Listing, whether before or after publication on the Website, by editing the Listing on your user profile. Any amendments or updates to the Listing will be subject to approval by us before your Listing is amended or updated on the Website. We will not be liable to you for the version of a Listing prior to any such alteration, amendment, or update.

8. FEES AND PAYMENT

- 8.1. **As compensation for the Services, the Seller undertakes to pay us a Commission of 3%, calculated on the value of the transaction between the two Parties. This Commission will become due and payable to us on the same date and at the same time that the Purchaser pays the Seller for the Goods. This Commission is capped at R25 000.00 (twenty -five thousand Rand).**
- 8.2. **To protect both the Seller and the Purchaser, we can provide a secure escrow account for a minimum fee. The Purchaser will transfer the purchase price of the Goods to the secure escrow account and we will hold the purchase price in the escrow account on behalf of the Seller and Purchaser. We then will disburse the purchase price, less the**

Commission that is due to us by the Seller, only after the Purchaser has received and accept the Goods and all other conditions of the sale of the Goods have been met between the Seller and the Purchaser.

- 8.3. If the Seller and Purchaser have chosen not to make use of the secure escrow account, we will use a secure online payment gateway provided by Paygate to manage online electronic funds transfer or credit card transactions for the Seller and Purchaser to pay the Commission due to us on the sale of the Goods. We do not collect or store your credit card or banking details on the Website and such information is governed by the privacy policy of Paygate available at [www. Paygate.co.za/privacy-policy/](http://www.Paygate.co.za/privacy-policy/). We will not be liable for any damage or loss incurred by using the secure online payment gateway.
- 8.4. We reserve the right to change our Commission and Commission Cap at any time or to charge such other fees for your use of the Services from time to time. Such changes will be effective from the date they are published on the Website.
- 8.5. If a Seller and/or Purchaser fails to pay the Commission due and payable in terms of clause 8.1 above, we reserve our rights to:
 - 8.5.1. charge interest at the rate of 2% per month calculated from the due date for payment until the date on which payment is made in full; and/or
 - 8.5.2. to give the party 20 (twenty) business days' notice before submitting adverse consumer information to a registered credit bureau to classify a Seller or a Purchaser as "slow-paying", "default" or "not-contactable";
 - 8.5.3. take any appropriate legal action against the Seller or Purchase, as applicable.

9. NON-CIRCUMVENTION

- 9.1. You may only use the contact details of a Seller in a Listing to submit an enquiry for the purchase of the Goods listed and for no other purpose.
- 9.2. In consideration for the Services and in relation to any Listing published on the Website, you undertake that you will not, directly or indirectly through a third party, contact, communicate, deal, discuss, negotiate, transact, contract or otherwise become involved with a Seller or any of its employees, agents or representatives in any manner other than through the Website with the intention of circumventing, avoiding or bypassing us from or obviating or interfering with any transaction or potential transaction between Sellers and Purchasers for the sale and purchase of Goods listed on the Website to avoid the payment of the Commission owed to us on such sale, or to gain any other benefit, monetary or otherwise, and thereby harming our business.
- 9.3. **If you directly or indirectly circumvent the Services or a Listing and such circumvention results in the sale of Goods other than pursuant to a Listing on the Website, we will be entitled, to claim specific performance, to claim the Commission from both the Seller and the Purchaser on demand , to immediately cancel these Terms of Service on written notice to you, to institute legal proceedings against you in accordance with clause 16 below, without prejudice to any of our other rights in law, including our right to claim damages, and we reserve all rights in terms of any legal remedy available to us.**
- 9.4. The obligations of non-circumvention shall survive any termination of these Terms of Service.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. We own or are licensed to use all intellectual property rights in respect of the Services. Nothing in these Terms of Service gives you any right, title, or interest in any such intellectual property rights.
- 10.2. By submitting any Listing and its content to us for publication on the Website, you automatically grant to us a non-exclusive, irrevocable, perpetual and royalty-free licence to use, reproduce, publish, translate, sublicense, copy, distribute, adapt, commercialise or otherwise utilise in any manner the Listing and its content in whole or in part worldwide and to incorporate it in other works in any form, media or technology now or in the future for any reasonable purpose.
- 10.3. The copyright and other rights that may exist in a Listing, including the text and photographs, remains the property of the Seller.
- 10.4. You indemnify us and agree to keep us indemnified from and against any actions, claims, demands, costs, damages, expenses and losses that we may suffer or incur arising out of our publication of any Listing for you in accordance with your instructions including (but not limited to) any claim for the infringement of the intellectual property rights of any third party.

11. PROTECTION OF PERSONAL INFORMATION

Our Privacy Policy will apply to the protection of personal information.

12. WARRANTIES

- 12.1. You warrant the following:
 - 12.1.1. the Listing and its contents will comply with these Terms of Service and all applicable laws;
 - 12.1.2. all information and material in the Listing are accurate, complete, error-free and truthful;
 - 12.1.3. our publication of the Listing will not breach any contract, infringe the privacy, intellectual property rights or any other rights of a third party, expose us to any legal proceedings, or damage our reputation.
- 12.2. In respect of any Listing for the sale of a vehicle, you warrant that:
 - 12.2.1. you are the owner of the vehicle or you have the legal authority to sell the vehicle;
 - 12.2.2. the vehicle is unencumbered;
 - 12.2.3. the vehicle is located in South Africa;
 - 12.2.4. the vehicle is immediately available for sale;
 - 12.2.5. the vehicle has not been stolen;
 - 12.2.6. the odometer reading is accurate and has not been tampered with;
 - 12.2.7. the vehicle is roadworthy and registered in South Africa;
 - 12.2.8. the vehicle has not been written-off by any insurer;
 - 12.2.9. the vehicle is in good order and condition and does not have any exterior or interior, mechanical or electrical damage or defects.
- 12.3. If any defects or damages do exist in the Goods or if a vehicle is not running, these details must be fully disclosed by the Seller.
- 12.4. We do not warrant the content of any Listing on the Website, including (but not limited to) the ownership of the Goods, the legitimacy of any images, the authenticity of the specifications, the quality, standard and suitability of any Goods listed or that the selling price is correct, nor that your search will be exhaustive and list all available Goods that match your search criteria.
- 12.5. We do not represent or warrant that any Listing submitted by a Seller and published on the Website will result in the sale of the listed Goods. It is also possible that the Goods displayed in a Listing may already be reserved or sold to someone and therefore we do not guarantee the availability of the Goods indicated in any Listing at the time of your enquiry. Please confirm availability, price, specifications and other details with the Seller before purchase.

13. LIMITATIONS AND EXCLUSIONS OF LIABILITY AND INDEMNITY

- 13.1. You use the Website, information on the Website and the Services entirely at your own risk.
- 13.2. Under no circumstances will we be liable for any direct, indirect, consequential, incidental, or special of any nature whatsoever, including (but not limited to) loss of profits, revenue or income, loss of business, loss of contracts or business relationships, loss of reputation or goodwill, loss of data, and you hereby unconditionally and irrevocably indemnify us and hold us harmless against all and any actions, claims, costs, damages, demands, expenses, liabilities, losses, and proceedings of any kind whatsoever incurred or suffered by you or any third party, whether based on contract, negligence or any other action arising out of or in connection with:
 - 13.2.1. any breach by you of these Terms of Service;
 - 13.2.2. your access to and use of, or your inability to access and use, the Website, the Services, any Listing;
 - 13.2.3. any errors or inaccuracies in respect of to any Listings published on the Website and any content, information, description, specification, text, images, price or other charges in any Listing;
 - 13.2.4. your reliance upon any Listing;
 - 13.2.5. Goods listed in a Listing, any sale agreement negotiated and concluded between a Seller and Purchaser or any third party for the sale of the Goods indicated in a Listing on the Website, the delivery or non-delivery of the Goods sold by a Seller to a Purchaser pursuant to a Listing,
 - 13.2.6. defective quality or workmanship, damage, non-suitability for purpose of the Goods;
 - 13.2.7. any other person's use of or conduct in connection with the Website and/or the Services;
 - 13.2.8. your being blacklisted on our databases in terms of clause 14.2 of these Terms of Service;

- and/or
- 13.2.9. us notifying you of our intention to submit adverse consumer payment information to a registered credit bureau in terms of clause 8.5.2 of these Terms of Service, and the registered credit bureau “blacklists” you.

14. BREACH

- 14.1. In the case of any alleged, actual or anticipatory breach by you of any provisions of these Terms of Service, we reserve our rights to take such action against you as we deem appropriate to deal with the breach, including (without limitation) claiming specific performance, immediately terminating the Services, removing any Listing, suspending, revoking or terminating your access to the Website and the Services, blocking your user account, blocking computers using your IP address from accessing the Website, without prejudice to any claims for damages or otherwise that we may have against you in law.
- 14.2. We reserve our rights to blacklist you on our databases without notice to you, including (without limitation):
- 14.2.1. for purposes of preventing suspected or actual fraud;
 - 14.2.2. if we suspect or determine that you are abusing the Website and/or the Services;
 - 14.2.3. if you have created multiple user profiles;
 - 14.2.4. if any of the information contained in a Listing is untruthful, unlawful or amounts to a misrepresentation;
 - 14.2.5. **if you directly or indirectly circumvent the Services or a Listing on the Website and such circumvention results in the sale of the Goods other than pursuant to a Listing on the Website;**
 - 14.2.6. if we receive any complaints about you from a Seller, Purchaser or user of the Website and/or our Services; and/or
 - 14.2.7. if you are otherwise in breach of any of these Terms of Services and/or any provisions of our Website Terms and Conditions of Use and/or our Privacy Policy.
- 14.3. This clause 14 shall survive termination of these Terms of Service.

15. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

- 15.1. We choose our physical address on the Website as our *domicilium citandi et executandi* for all legal processes relating to these Terms and Conditions of Service. For purposes of giving any other communications, we choose the further contact details set out on the Website.
- 15.2. You choose the physical addresses that you provided when registering on the Website as your *domicilium citandi et executandi* for all legal processes relating to these Terms and Conditions of Service. For purposes of giving any other communications, you choose the further contact details that you provided when registering on the Website.
- 15.3. Any notice or other communication to be given in terms of these Terms and Conditions of Use must be given in writing.
- 15.4. Unless the contrary is proved, any notice or other communications will be deemed to have been received:
- 15.4.1. on the date of delivery, if delivered by hand or sent by courier to the chosen physical address during business hours on a business day; and
 - 15.4.2. on the date of successful transmission, if sent via email.
- 15.5. Notwithstanding anything to the contrary in these Terms and Conditions of Use, a written notice or communication actually received by a party shall be adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

16. LEGAL PROCEEDINGS AND JURISDICTION

- 16.1. In the event of us instituting any legal proceedings against you, including in respect of the recovery of any monies owed to us or any breach by you of these Terms of Service, you will be liable for all legal costs incurred by us on a scale as between attorney and own client, including any costs incidental to such legal proceedings, including (without limitation) tracing agent's fees, collection commission and fees for counsel on brief.
- 16.2. If these Terms of Service are annexed or attached to or incorporated by reference in a document in which your physical address is reflected, then you agree to accept delivery of any

legal notice or service of any court process or other documentation, including notifications in terms of the National Credit Act, at such physical address.

- 16.3. Notwithstanding the amount of its claim, we shall be entitled, but not obliged, to institute action against you in any Magistrates Court in South Africa and by accepting these Terms of Service you are deemed to have consented to such jurisdiction.
- 16.4. These Terms of Service will be governed by the laws of South Africa and any disputes relating to these Terms of Service will be subject to the exclusive jurisdiction of the courts of South Africa.
- 16.5. This clause 16 shall survive termination of these Terms of Service.

17. GENERAL

- 17.1. These Terms of Service, together with our read together with our Privacy Policy, contain the entire agreement between you and us in relation to the Services. You have not relied on any representation, undertaking or warranty that is not contained in these Terms of Service.
- 17.2. Any reference to a person includes both natural and legal persons.
- 17.3. If any provision of these Terms of Service is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be deleted and the remaining provisions will continue in full force and effect.
- 17.4. The rights, powers and remedies provided to us in these Terms of Service are cumulative with and not exclusive of the rights, powers and remedies provided by law.
- 17.5. We may subcontract, cede, assign or otherwise transfer any of our rights and/or obligations under these Terms of Service to any third party without your consent.
- 17.6. Any failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of that right or provision unless it is confirmed in writing and signed by us.
- 17.7. No variation, addition, deletion, or agreed cancellation of these Terms of Service will be of any force or effect unless in writing and accepted by us and you.
- 17.8. You acknowledge that all communications required to be given in terms of the law or these Terms and Conditions of Use may be given via electronic means and that such communications shall be "in writing".
- 17.9. We may amend these Terms of Service at any time and from time to time and the amended Terms of Service will take effect on the date they are posted on the Website. It is your responsibility to regularly check the Terms of Service to make sure that you are aware of any amendments. If you continue to use of the Services, you will be deemed to have accepted the amended Terms of Service.