



Tintinkies Terms and Conditions

IN GENERAL

Tintinkies (“www.tintinkies.co.za”) owns and operate this Website. This document governs your relationship with www.tintinkies.co.za (“Website”). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website. This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.tintinkies.co.za. www.tintinkies.co.za has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

USE OF THIS WEBSITE

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. ‘Deep-linking’, ‘embedding’ or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

responsibility for errors or omissions in these contents. The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers do assume any obligation or responsibility.

DISCLAIMER OF LIABILITY

www.tintinkies.co.za endeavours to verify the accuracy of all information it places on the website and makes no warranties, guarantees or any other such representation regarding the reliability, accuracy, correctness or completeness of this website content. The contents of this site are provided to you "as is" without warranty of any kind. www.tintinkies.co.za shall not be liable for any direct, indirect, general, special, incidental or consequential damages including -without limitation- data loss, lost revenues and lost profit or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.tintinkies.co.za's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law. which may result from the inability to use or the correct or incorrect use, abuse, or misuse of this website content.

OUR RIGHTS

www.tintinkies.co.za reserve the right to: (1) modify or withdraw, temporarily or permanently, this website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website, in part or whole thereof; and/or (2) Change these conditions from time to time, and your continued use of the website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the conditions have been changed. If you do not agree to any change to the conditions then you must immediately stop using this website; and/or (3) We will use our reasonable endeavours to maintain this website. This website is subject to change from

time to time. You will not be eligible for any compensation because you cannot use any part of the website or because of a failure, suspension or withdrawal of all or part of the website due to circumstances beyond our control.

LINKING TO THIS WEBSITE

You may link to our 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, but 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. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice. Disclaimer as to ownership of trade marks, images of personalities and third party copyright Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.tintinkies.co.za and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.tintinkies.co.za.

MONITORING

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

GOVERNING LAW

The Terms and Conditions together with any of our policies and procedures will be governed in accordance with the laws of South Africa. This website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

PRIVACY POLICY

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website. All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. No information, personal or otherwise will be sold or made available to any third party. By visiting www.tintinkies.co.za you are accepting and consenting to the information herein contained in this privacy policy and terms and conditions. By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

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TERMS OF SALE

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. In order to contract with www.tintinkies.co.za you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. www.tintinkies.co.za retains the right to refuse any request made by you. If your order is accepted we will inform you by email. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

(a) OUR CONTRACT

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) PRICING AND AVAILABILITY Whilst we try and ensure that all details, descriptions and prices which appear on this www.tintinkies.co.za are accurate, errors may occur. If we

discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) **PAYMENT** Payment shall be made via Electronic Fund Transfer (EFT) or Cash on Delivery (COD). In the event where customer chooses to make payment by EFT, goods will only be dispatched once proof of payment has been received by Tintinkies.

Tintinkies will collect payment from Customer on delivery if Customer wished to settle payment via COD.

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You agree to indemnify, defend and hold harmless www.tintinkies.co.za, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

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INVALIDITY

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

COMPLAINTS

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

WAIVER

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

ENTIRE AGREEMENT

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and www.tintinkies.co.za. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of www.tintinkies.co.za.