

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. By using this Website, the User is indicating the User's acceptance to be bound by these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 This document sets out the terms and conditions ("Terms") of Olivia Wallis Projects (Pty) Ltd, Registration number: 2015/451393/07 ("Service Provider") pertaining to the access and use of the information, products, services and functions provided on www.oliviawallis.com ("Website").

1.2 The term "User" refers to all individuals and/or entities accessing this Website for any reason.

1.3 The term "Service Provider" refers to the Service Provider itself and all individuals and/or entities acting directly on behalf of the Service Provider.

1.4 Should any person that accesses the Website disagree with any of the Terms and continue to use the Website he/she does so at their own risk.

1.5 In these Terms, unless clearly inconsistent with or otherwise indicated by the context:

1.5.1 any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons (corporate or unincorporated) and vice versa and any reference to a gender includes the other genders;

1.5.2 headings and the use of bold typeface are to be ignored;

1.5.3 references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re-enacted;

1.5.4 any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days;

1.5.5 when a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day;

1.5.6 a reference to any Terms or other document (including these Terms) shall include references to such Terms and documents as they may, after the Signature Date, be amended;

1.5.7 where appropriate, meanings ascribed to defined words and expressions shall impose substantive obligations on the Parties;

1.5.8 a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix is, unless indicated to the contrary, a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix of these Terms;

1.5.9 where any term is defined within the context of any particular clause or subclause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or subclause only, bear the meaning ascribed to it for all purposes in terms of these Terms, notwithstanding that such term has not been defined;

1.5.10 the words "material" and "materially" mean, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in these Terms;

1.5.11 where these Terms requires a Party to use its "Best Endeavours" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, until the Parties agree that it is not reasonable to take the action or to omit taking an action;

1.5.12 in the interpretation of these Terms, the contra proferentum rule of interpretation shall not apply (these Terms being the product of negotiations between the Parties), nor shall these Terms be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of these Terms;

1.5.13 the use of the words "include", "including" and "in particular" in these Terms followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words "other" or "otherwise" shall not be construed eiusdem generis with any preceding words where a wider construction is possible;

1.5.14 the expiry or termination of these Terms shall not affect such provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. CONTENT OF THE WEBSITE

The Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

3. PRIVACY POLICY

3.1 This clause 3 pertains to information on the Service Provider's Privacy and Cookie Policy, which Policy forms part of these Terms. The Service Provider is committed to protecting the User's personal information but does use the personal information collected from the User in accordance with this Privacy and Cookie Policy.

3.2 The term "Personal information" as set out in Section 1 of the Protection of Personal Information Act No 4 of 2013 means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. In other words, information that can identify the User as an individual or is capable of identifying the User. This does not include general, statistical, aggregated or anonymised information.

3.3 The User's use of the Service Provider's services and Website signifies the User's explicit consent to the Service Provider collecting and using the User's personal information as specified below.

3.4 When the User visits the Website, uses the Services and/or replies to ads or other content, the Service Provider automatically collects the information sent to it by the User's computer, mobile device or other equipment that provides access.

3.5 This information includes, but is not limited to:

3.5.1 information from the User's interaction with the Website and Services, including, but not limited to, device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the Website, referring URL, ad data, IP address and standard web log information;

3.5.2 information collected through cookies, web beacons and similar technologies; and

3.5.3 information that the User provides when registering as a User;

3.5.4 information provided in the context of dispute resolution, correspondence through the Website or correspondence that is sent to Service Provider; and

3.5.5 information pertaining to the User's location and the location of the User's device, including the User's device's unique identifier information if the User have enabled this service on the User's mobile device.

3.6 The Service provider may receive or collect additional information pertaining to the User from third parties and add this to their account information. This information includes, but is not limited to: demographic data, navigation data, additional contact data and additional data about the User from other sources, such as public authorities, to the extent permitted by law.

3.7 The User hereby agrees that the Service Provider may use the User's personal information for the following purposes:

3.7.1 to prevent, detect and investigate potentially prohibited or illegal activities, fraud and security breaches and to enforce these Terms;

3.7.2 to personalize, measure and improve the Website, Services, content and ads;

3.7.3 to contact the User, by e-mail, push notification, text message (SMS) or by telephone.

3.8 The Service Provider may disclose the User's personal information to third parties in accordance with this Policy and applicable legislation and regulations, but no personal information will be provided to third parties for their marketing purposes without the User's explicit consent.

3.9 The Service Provider may share the User's personal information with:

3.9.1 service providers with whom the Service Provider has entered into an agreement with to provide Services on the Website, such as financial service providers, marketing agencies and technical support;

3.9.2 certain third parties (such as intellectual property rights holders, supervisory authorities, tax authorities, police and other regulatory authorities) if we are required to do so by law, or in accordance with our Policy.

3.10 The Service Provider may share the Users personal information in the following instances:

3.10.1 to comply with legal obligations or a court order;

3.10.2 for the prevention, detection or prosecution of criminal offenses, such as fraud, deceit or prosecution;

3.10.3 to maintain the policies of the Service Provider or to protect the rights and freedoms of others.

3.11 Without limitation to the foregoing, the Service Provider shall not disclose the User's personal information to third parties without a court order or formal request from the government in accordance with applicable law, unless the Service Provider believes in good faith that such disclosure is necessary to prevent impending injury or financial damages or to report alleged illegal activities.

3.12 If the User provides the Service Provider access to personal information stored on third party Websites, the scope of access to this personal information shall vary per website and if the User consents to the Service Provider accessing the information, the User hereby agrees that

the Service Provider can collect, use and store information from this third party website in accordance with this Policy.

3.13 Unless there is a specific legal requirement requiring the Service Provider to store the information, it will not store it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

3.14 When the User uses the Website, the Service Provider may place cookies (data files on the User's phone or mobile device's drive) or web beacons (electronic images that are placed in a web page's the code) or similar technologies. This is used to provide the User with a better experience on the Website, to measure promotional effectiveness and to ensure trust and safety on the Website.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 For the purpose of this clause, "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Service Provider, now or in the future, including without limitation, Service Provider's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

4.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Service Provider and as such are protected from infringement by local and international legislation and treaties.

4.3 By submitting reviews, comments and/or any other content (other than the User's personal information) to the Service Provider, the User automatically grants Service Provider and its affiliates a nonexclusive, royalty free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sublicense, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject hereto, the User retains any and all rights that may exist in such content.

4.4 The User acknowledges that the Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.

4.5 No proprietary material from this Website may be copied or retransmitted, except with the express written permission of the Service Provider, however the User is authorised to view, copy, temporarily download to a local drive and print the content of this Website, or any part

thereof, provided that such content is used for personal purposes and for information purposes only.

5. CONFIDENTIALITY

5.1 By subscribing as a User to the Website, the User agrees that the User shall hold in the strictest confidence and not disclose to any third party any proprietary and confidential information acquired in connection with any aspect of the products and/or services offered by the Service Provider. The User shall notify Service Provider immediately should the User discover any loss or unauthorised disclosure of the information.

5.2 "Proprietary and confidential information" is defined as, but not limited to, the Service Provider's accumen, connections, client data base, performance, financial, contractual, and special marketing information, ideas, technical data and concepts originated by the Service Provider and not previously available to the User without restriction, not normally furnished to others without compensation, and which the Service Provider desires to protect against unrestricted disclosure or competitive use.

5.3 Any information or material sent to Service Provider will be deemed not to be confidential, unless otherwise agreed to in writing between the User and Service Provider.

6. RISK

6.1 The User's use of this Website and the information contained on the Website is entirely at the User's own risk and the User assumes full responsibility and risk of loss resulting from the use thereof.

6.2 The transmission of information via the internet, including without limitation email, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall the Service Provider be liable for any loss, harm, or damage suffered by the User as a result thereof. The Service Provider reserves the right to request independent verification of any information transmitted via email and the User consents to such verification should the Service Provider deem it necessary.

7. BREACH OR CANCELLATION BY SERVICE PROVIDER

7.1 The Service Provider is entitled without notice, in addition to any other remedy available to it at law or under these Terms, to cancel these Terms, limit or deny such User use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Service Provider's right to claim damages, should any User:

7.1.1 breach any of these Terms;

7.1.2 in the sole discretion of Service Provider, use the Website in an unauthorised manner; or

7.1.3 infringe any statute, regulation, ordinance or law.

7.2 Breach of these Terms entitles the Service Provider to take legal action without prior notice to the User.

8. GOVERNING LAW

8.1 The validity of these Terms, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa.

8.2 Subject to the provisions of these Terms, the Parties hereby consent and submit to the jurisdiction of the Magistrate's Court, in any dispute arising from or in connection with these Terms.

9. SEVERABILITY

If any part of these Terms is void, illegal, unenforceable, or in conflict with any law of the State or local Government over these Terms, the validity of the remaining portions or provisions shall not be affected thereby.

10. NOTICES AND DOMICILIA

10.1 The Service Provider chooses as its domicilium citandi et executandi for all purposes under these Terms, whether in respect of court process, notice, or other documents or communication of whatsoever nature: 20 Waterberry Estate Touyz Road White River Mpumalanga

10.2 Any notice given in terms of these Terms shall be in writing and shall:

10.2.1 if delivered by hand, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of delivery;

10.2.2 if delivered by courier service, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of such delivery by the courier service concerned; and

10.2.3 if transmitted by facsimile or email, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of dispatch.

10.3 Notwithstanding anything to the contrary contained in these Terms, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such Party.

11. NOVATION

No Party may cede any or all of that Party's rights or delegate any or all of that Party's obligations under these Terms without the prior written consent of the other Party.

12. NON WAIVER

The failure by any of the Parties to enforce any provision of these Terms shall not affect in any way that Party's right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

13. ENTIRE AGREEMENT

13.1 These Terms constitutes the entire agreement between the Parties.

13.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this document.

13.3 No contract varying, adding to, deleting from or cancelling these Terms, and no waiver of any right under these Terms, will be effective unless reduced to writing and signed by or on behalf of the Parties.

14. MISCELLANEOUS

14.1 These Terms may be changed without notice and the Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time the User access the Website and/or uses the services, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Service Provider from time to time.

14.2 This Website is controlled, operated and administered by the Service Provider from its offices within the Republic of South Africa. The Service Provider makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws.

14.3 The Service Provider does not guarantee continuous, uninterrupted or secure access to the services, as operation of the Website may be interfered with as a result of a number of factors which are outside of the control of the Service Provider.