

## **KAAPJAG'S TERMS AND CONDITIONS OF HUNTERS PORTAL WEBSITE USE AND SERVICES**

By accessing or using [www.huntersportal.co.za](http://www.huntersportal.co.za) ("the Website"), owned and maintained by **The Cape Hunters and Game Conservation Association t/a "Kaapjag"** ("Kaapjag") or any of its Services thereon, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional Kaapjag terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by Kaapjag.

For clarity, this Website is only available for full functional use to successfully registered members of The Cape Hunters and Game Conservation Association. Please contact Kaapjag at [info@kaapjag.co.za](mailto:info@kaapjag.co.za) for more information on how to apply for, and attain, the necessary membership.

Please see Kaapjag's distinct sections on [Privacy](#), Intellectual Property, and Disclaimers & Indemnities.

**Please pay specific attention to the BOLD paragraphs of the Kaapjag Terms. These paragraphs limit the risk or liability of Kaapjag, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Kaapjag or is an acknowledgement of any fact by you.**

- **Please read these terms carefully before accessing or using the Website or Services. Kaapjag will assume you have read and understood these terms should you continue to access or make use of the Website and/or Services.**
- **You further understand and agree that these Terms also contain a release of liability in Kaapjag's favour, and that you accept these Terms of your own free will. These Terms are binding on your heirs, dependents, legal representatives and assigns.**

### **It is important to note the following:**

- The terms "**user**", "**you**", "**user**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to Kaapjag or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 16 August 2021.
- Please note that Kaapjag is an association of members governed by its [Constitution](#) duly registered in accordance with the *Firearms Control Act 60 of 2000* as an accredited association with the South African Police Services and operating in accordance with the laws of South Africa.

## **1. INTRODUCTION TO THE WEBSITE AND SERVICES**

- 1.1. Kaapjag provides this Website as an administrative system where potential members may join our association. This members-only platform which facilitates members' compliance with applicable hunting/sport shooting legislation, allows them to register their hunts/shooting results (using our *RankingU* facility), maintains their active membership with Kaapjag and applicable legislated bodies and allows access to information and content about users' active hunting/sport shooting community (collectively, the "**Service/s**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website, as well as the Services offered thereon. Depending on the exact Services used, a user may also need to conclude additional agreements/terms with Kaapjag, which agreements/terms will contain more specific details and/or conditions relating to the exact Service acquired,

including exact services and fees to be expected (such as membership maintenance with legislated bodies).

- 1.3. In return for using some of the Services available, the user may have to pay a fee to Kaapjag either to Kaapjag for its own purposes or to Kaapjag on behalf of a legislated authority who has given the mandate to Kaapjag to operate on its behalf in some circumstances (“Fee”), but same Fee will be detailed to you on the Website before you incur such a Fee, or in any further Service-specific agreement/notice you may conclude with/receive from Kaapjag or another third party. Please visit the Website or contact us for a breakdown of the exact current Fees applicable to your chosen Services.
- 1.4. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Kaapjag uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is therefore your responsibility to read these Terms periodically to ensure you are aware of any changes.
- 1.5. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

## 2. PROCESSING AND PRIVACY OF PERSONAL INFORMATION

- 2.1. Kaapjag takes the processing of your personal information very seriously and does so in accordance with the South African *Protection of Personal Information Act, 2013* (“POPI” - as amended). Please see Kaapjag’s [Privacy Policy](#) regarding more details on how Kaapjag uses and processes your personal information.
- 2.2. By entering your personal information on the Website or providing it to us in any way, you warrant that the person using the Website/Services is you, you have the legal authority to act on behalf of a corporate entity and/or you have the lawful right to provide us with any such information submitted to us.
- 2.3. **Do not provide us with any personal information which is not yours, or which you have no lawful right to provide on another entity’s/person’s behalf. Do not provide us with the personal information of a minor in any way (unless you are the parent of such a minor whose information is absolutely necessary to satisfy legislated requirements). Your failure to adhere to these provisions constitutes your immediate and material breach of these Terms.**

## 3. USER REGISTRATION PROCESS

- 3.1. In order to become a member of Kaapjag and to make use of the Hunters Portal Services, you may use the “JOIN” function on the Kaapjag main website after which you will be required to complete the necessary registration process to acquire a profile. Existing members may proceed directly to the Hunters Portal-icon on the main Kaapjag website to access your member’s profile.
- 3.2. Each user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 3.3. Kaapjag requires you to submit your full name, email address, area of residence, legislated hunting/sport-shooting information, accept the association’s CREDO, and phone number when registering a Profile. Users may then setup additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 3.4. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring you to enter your ID number, email address and/or mobile number in order to grant access to your Profile and all Services tools and data. To view or change your personal information provided, you can click through to your Profile and edit your personal information yourself.
- 3.5. By entering your personal information on the Website, you warrant that the person using the Website and Services is you and/or you have the legal authority to act on behalf of a

corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.

#### 4. THE SERVICES

4.1. For further and exact information on the various Services currently offered by the Hunters Portal, or those specific to you, please consult the relevant "Services" and other pages on the Website, or please contact [info@kaapjag.co.za](mailto:info@kaapjag.co.za) who will gladly assist.

##### 4.1.1. **Contacting us for more information about the Services, Hunters Portal our legislated mandate or otherwise:**

4.1.1.1. Using the relevant prompts on the Website, users can request an engagement from us, which will enable the user to discover more about our Services and the Hunters Portal.

4.1.1.2. As part of this offering and engagement, we can assist members/users with certain "how to" elements such as how to become a member, get access to advice about firearm ownership, get access to training, get access to hunting opportunities, get access to our sport shooting events and obtain detailed information with regard to dedicated status as contained in Section 16 of the *Firearm Controls Act 60 of 2000*.

4.1.1.3. You may also visit our office situated at Shop 15, Graanendal Shopping Centre, Brackenfell Boulevard, Durbanville. Our office is manned by our helpful staff from Mondays to Fridays.

##### 4.1.2. **Maintain membership as a registered *Cape Hunters and Game Conversation Association* member and maintain adherence with applicable hunting/weapons/sport-shooting laws:**

4.1.2.1. Users can use the relevant tools on the Website to understand and maintain their membership to the *Cape Hunters and Game Conversation Association* as well as their mandatory weapons, hunts and sport-shoot registrations with government authorities.

4.1.2.2. **User members understand and agree that their application/registration as a regulated member binds the user member to our Constitution, national legislation and other duties for which Kaapjag is not responsible for, but only assists the member with. All user members subject to such laws/regulations warrant that they will adhere to all applicable laws/regulations pertaining to being such a regulated member, and indemnify Kaapjag against any claim from any party caused as a result of the member user's failure to comply with any applicable law/regulation applicable to their status as a regulated member. Kaapjag may, in terms of legislation, be required to communicate the change in dedicated status of a member, to the Registrar of the Firearm Registry at the South African Police Services. On the other hand, in terms of this legislation, a member must report any change of circumstances to the Registrar within 30 days of the change taking place.**

4.1.2.3. We expect any prospective/actual member to read our Credo at [www.kaapjag.co.za/credo/](http://www.kaapjag.co.za/credo/) and must identify with, and accept the contents thereof.

4.1.2.4. You may access the Kaapjag online examinations on Hunters Portal which is one of the requirements to qualify and register for Section 16: Dedicated Status.

##### 4.1.3. **Gain access to great industry content:**

4.1.3.1. Users can access some excellent shooting, hunting and other industry-related content. This may include information on hunting and shooting

opportunities, product promotions, industry related events and publications as well as information about legislation affecting the industry.

4.1.3.2. Users understand that whilst we curate all content made available on the Website, some content may actually be the property/creation of a third-party unrelated to Kaapjag, for which we will not be held liable.

4.1.3.3. We will remind you to submit your activities for compliance of your dedicated status, to your profile. Should we however, in any way fail to do so, it remains your responsibility to ensure compliance to the provisions for maintaining dedicated status as required by the relevant legislation.

**4.1.4. Find out more about, and register for, shooting/hunting events throughout the Western Cape and South Africa:**

4.1.4.1. Member users can use the Website to discover more about upcoming hunting/shooting events near them, and register for same using the convenient tools on the platform.

4.1.4.2. We will also communicate details about upcoming events, legislation and industry news by means of bulk emails and SMS's. You will, when becoming a member, accept the fact that email addresses and mobile numbers be provided to such service providers.

**4.1.5. Use our *RankingU* tool to log shooting/hunt results:**

4.1.5.1. Organisers of Kaapjag sport shooting events will use our proprietary *RankingU* Service, to enter and capture your results which will then automatically populate your profile with the results. Additionally, User members can also log their hunting and sports shooting results in order to track one's own progression and/or to compete in setup tournaments and events.

4.1.5.2. Whilst the *RankingU* Service is carefully maintained and curated by Kaapjag, Kaapjag will not be liable for any errors, exclusions or omissions which may result on any *RankingU* results board, to the fullest extent permissible under law.

4.1.5.3. Participation in official Kaapjag events, will ensure automatic compliance determination for dedicated status via *RankingU*. Non Kaapjag events has to be logged by the member to the Hunters Portal profile and failure to do so may influence the dedicated members compliance.

**4.1.6. Set personal compliance reminders:**

4.1.6.1. Members may voluntarily log their firearm details and set reminders for renewal of firearm licenses, as required by the relevant legislation on Hunters Portal.

4.1.6.2. Members may apply for endorsements for firearm license applications through Hunters Portal. In such cases Kaapjag requires the make, serial number and calibre of the relevant firearm. We will also require the purpose/motivation/use for which the firearm is intended to be licensed.

4.1.6.3. Members may extract information and proof of membership and status (in terms of the Act) which may be used for firearm license applications and renewals thereof.

**5. PAYMENT FOR USE OF WEBSITE AND SERVICES**

5.1. The use of the Website and most of the Services thereon is free, as long as the relevant user member is an active and up-to-date member of *The Cape Hunters and Game Conservation Association*. A registration fee is however required should a member wish to acquire dedicated hunter/sport shooter status.

- 5.2. Should a user wish to register as a member and/or gain access to the Hunters Portal, a Fee may be applicable, but any such applicable Fee will be explained to you in detail in advance of incurring any such Fee, and same is done on the main [Kaapjag Website](#) and not this Hunters Portal.
- 5.2.1. Users also understand that any such Fee may be required by national/other legislation and is not necessarily set by us. Accordingly, any complaints or issues with Fees set by regulation, must be brought up with the government body responsible for setting and enforcing such a Fee.
- 5.2.2. An annual membership fee is payable on presentation of a notice in this regard. Membership fees are payable on or before 31 July annually. All access and services will cease automatically should membership not be renewed on or before 31 July annually.

## 6. USER RESPONSIBILITIES AND WARRANTIES

- 6.1. By using the Website and/or the Services, you warrant that:
- 6.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;
- 6.1.2. all information you provide to the Website and/or Kaapjag is true and accurate in every respect, understanding that any false information supplied (specifically in relation to membership registration) may constitute a criminal offence;
- 6.1.3. you understand and agree that you take all responsibility for the decisions you make via the Website and/or Services;
- 6.1.4. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website, membership with us and/or Services only with the involvement and supervision of your parent or legal guardian. When your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to the Terms and to be liable and responsible for you and all of your obligations under the Terms as well as all applicable legislation;
- 6.1.5. you lawfully possess and submit all information to the Website and/or Kaapjag for the use of it or the Services;
- 6.1.6. in the case where a member holds Dedicated Status in terms of Section 16 of the *Firearm Controls Act 60 of 2000*, he/she gives us express permission to provide information about compliance to the Registrar of the Central Firearms Registry;
- 6.1.7. you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
- 6.1.8. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
- 6.1.9. **you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;**
- 6.1.10. you will not use the Website platform for any commercial purpose other than as expressly provided for by Kaapjag herein;

6.1.11. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating infringement of hunting/shooting regulations in South Africa; and/or

6.1.12. you will not facilitate or assist any third party to do any of the above,

failing which, your failure will automatically be deemed to be a material breach of these Terms, allowing Kaapjag to use its full spectrum of rights available to it against the infringing party, including reporting you to the authorities, denying you access to or use of any Service, Hunters Portal or the Website and/or claiming contractual (including consequential) damages from you.

6.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.

6.3. **Without prejudice to any of Kaapjag's other rights (whether at law or otherwise), Kaapjag reserves the right to deny you access to the Website or the Services where Kaapjag believes (in its reasonable discretion) that you are in breach of any of these Terms, applicable laws or our [Constitution](#).**

6.4. **Kaapjag does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

## 7. RECEIPT AND TRANSMISSION OF DATA MESSAGES

7.1. Data messages, including email messages, sent by you to Kaapjag will be considered to be received only when acknowledged or responded to.

7.2. Data messages sent by Kaapjag to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

7.3. Kaapjag reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.

7.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Kaapjag is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from Kaapjag to a user, between users or from a user to Kaapjag.

## 8. HYPERLINKS, DEEP LINKS, FRAMING

8.1. The Website may include links to other internet sites ("**the other sites**"). Kaapjag does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.

8.2. Kaapjag does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to [info@kaapjag.co.za](mailto:info@kaapjag.co.za) to request the removal of such content.

8.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

## 9. ADVERTISING AND SPONSORSHIP

9.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all applicable laws and regulations.

- 9.2. Kaapjag, its members, board, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## 10. INTELLECTUAL PROPERTY PROTECTION

- 10.1. All Website, Hunters Portal and *RankingU* layout, content, material, information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks (whether registered or un-registered), together with the underlying software code and everything submitted by a user to the Website and Kaapjag in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Kaapjag, its associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

- 10.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Kaapjag with a non-exclusive, non-transferable licence to use such user intellectual property as Kaapjag deems fit on the Website and/or in advertising, for as long as the user remains a registered user of the Services.

- 10.2. **Subject to the rights afforded to you in these terms, all other rights to all intellectual property and content on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, multi-media content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Kaapjag first being granted (through a content use-license or otherwise), which consent may be refused at the discretion of Kaapjag. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, Kaapjag and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in (amongst other things) a claim of damages being brought against you.**

- 10.3. Kaapjag reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).

- 10.4. Where any of the Website intellectual property has been licensed to Kaapjag or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

- 10.5. Subject to adherence to the Terms, Kaapjag grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. **However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of Kaapjag.**

- 10.6. Any enquiries regarding any of the above relating to intellectual property must be directed to Kaapjag at [info@kaapjag.co.za](mailto:info@kaapjag.co.za).

## 11. DISCLAIMERS AND WARRANTIES

- 11.1. **The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". Kaapjag makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained on it/them.**



- 11.2. **Kaapjag, its members, board, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services offered, including the information about any particular Service.**
- 11.3. **Kaapjag, its members, board, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, physical harm, death, injury, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Website in any manner.**
- 11.4. **Any user who is also a registered member understands and agrees that regardless of the assistance which Kaapjag may provide them in complying with the objective hunting/shooting laws applicable to them (such as maintaining correct and up-to-date license information or registrations), the user is always personally and exclusively liable to the applicable regulatory authority for the actions and submissions they may perform, where Kaapjag is not liable in any way for their assistance to the user. The member warrants that they will adhere to all national/provincial/local rules and regulations applicable to their use of any regulated service in South Africa, and indemnify Kaapjag against any claim it may face in relation to the user's failure to adhere to any such regulations applicable to the user and their regulated obligations.**
- 11.5. **Kaapjag takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Kaapjag does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

## **12. INDEMNITIES**

- 12.1. **The user indemnifies and holds harmless Kaapjag, its members, board, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website and/or Services offered or concluded through the Website/Hunters Portal in any way.**
- 12.2. **The user agrees to indemnify, defend and hold Kaapjag harmless from any direct or indirect liability, loss, harm, injury, death, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 12.3. **This clause will survive termination of this agreement.**

## **13. DISPUTE RESOLUTION AND GOVERNING LAW**

- 13.1. **The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction/license concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.**
- 13.2. **Should any dispute, disagreement or claim arise between a user and Kaapjag concerning use of the Website or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind, using our [Constitution](#) and any prescribed dispute resolution process therein (if any).**
- 13.3. **Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion between them, for the purposes of finding a mutually beneficial solution.**



- 13.4. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Cape Town division, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 13.5. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

#### **14. TERMINATION OF USE OF WEBSITE OR SERVICES**

- 14.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, KAAPJAG RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR USE OF THE WEBSITE, SERVICES, MEMBERSHIP AND/OR ANY CONTENT USE-LICENSE IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT KAAPJAG GIVES REASONABLE NOTICE TO YOU.**
- 14.2. **You may terminate your use of the Services at any time, subject to any additional conditions related thereto which a user may be subject to by virtue of another agreement concluded between the user and Kaapjag (such as legislated hunting/shooting requirements). Further, termination by a user will not affect any existing obligation that that user may have accrued at the time of termination, which will not be affected by same termination (such as the payment of Fee to Kaapjag, or reporting requirements to authorities).**

#### **15. FORCE MAJEURE**

- 15.1. If Kaapjag is prevented from or hindered or delayed in performing any obligation under these Terms by reason of any circumstance beyond its reasonable control (including but not limited to, acts of god, medical pandemics, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, extreme weather, electrical/internet load-shedding, fire, flood, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to any effected user, if applicable, of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

#### **16. NOTICES AND SERVICE ADDRESS**

- 16.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
- 16.1.1. in the case of Kaapjag, at info@kaapjag.co.za; or admin@kaapjag.co.za
- 16.1.2. in the case of the user, at the e-mail, mobile number and addresses provided by the user to Kaapjag in their engagement with them, or as provided against their registered Profile.
- 16.2. Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 16.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

#### **17. GENERAL**

- 17.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation,

variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

- 17.2. No indulgence, leniency or extension of time granted by Kaapjag shall constitute a waiver of any of Kaapjag's rights under these Terms and, accordingly, Kaapjag shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 17.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 17.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 17.5. Should you have any complaints or queries, kindly address an email to Kaapjag at [info@kaapjag.co.za](mailto:info@kaapjag.co.za).
- 17.6. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and user) (including collection commission) which may be incurred by Kaapjag in relation to the payment failure or breach.
- 17.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 17.8. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 17.7.