

1. Introduction

- 1.1. This website can be accessed at **www.tfsfulfiment.com**, related mobi-sites and software applications ("**Website**") and is owned and operated by Takealot Fulfiment Solutions, a division of Takealot Online (RF) (Pty) Ltd ("**TFS**", "**we**", "**us**" and "**our**").
- 1.2. These Website Terms and Conditions ("**Terms and Conditions**") govern the use of the Website, and these Terms and Conditions are binding on and enforceable against every person that accesses or uses this Website ("**you**", "**your**" or "**user**"), without limitation. **By using the Website, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
- 1.3. This Website is intended to provide general and non-exhaustive information about TFS. **When you use the Website, notwithstanding your geographic location, you do so in accordance with these Terms and Conditions.**

2. Important Notice

- 2.1. These Terms and Conditions may apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**").
- 2.2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which:**
 - 2.2.1. **may limit the risk or liability of TFS or a third party; and/or**
 - 2.2.2. **may create risk or liability for the user; and/or**
 - 2.2.3. **may compel the user to indemnify TFS or a third party; and/or**
 - 2.2.4. **serves as an acknowledgement, by the user, of a fact.**
- 2.3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask TFS to explain it to you before you continue using this Website.
- 2.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or TFS in terms of the CPA (to the extent applicable).
- 2.6. TFS permits the use of this Website subject to the Terms and Conditions. By using the Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use the Website if you do not agree to the Terms and Conditions.

3. Use of the website

- 3.1. By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. 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 only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
- 3.2. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised TFS representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 3.3. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.4. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised TFS representative.

4. Privacy policy

- 4.1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our [[Privacy Policy](#)], which is incorporated by reference.

5. Changes to these Terms and Conditions

- 5.1. TFS may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not use the Website in any other way, without limitation.
- 5.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

6. Electronic communications

- 6.1. When you visit the Website or send emails to us or otherwise communicate with us via the Website, you consent to receiving communications from us or any of our related divisions, affiliates or partners electronically in accordance with our privacy policy as set out in 4 above.

7. Ownership and copyright

- 7.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of TFS, its advertisers and/or sponsors and/or is licensed to TFS.
- 7.2. You will not acquire any right, title or interest in or to the Website or the Website Content.
- 7.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To request our permission for the commercial use of any Website Content (which we may withhold in our sole discretion), please get in touch with us via email at info@tfsfulfilment.com.
- 7.4. Where any of the Website Content has been licensed to TFS or belongs to any third party, your 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.

8. Disclaimer

- 8.1. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
- 8.2. Whilst TFS takes reasonable measures to ensure that the content of the Website is accurate and complete, TFS makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by TFS's representatives, TFS shall not be bound thereby.
- 8.3. **TFS disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your**

access to or use of the Website and/or any content therein unless otherwise provided by law.

- 8.4. The Website itself and all information provided on the Website is provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 8.5. Any views or statements made or expressed on the Website are not necessarily the views of TFS, its directors, employees and/or agents.
- 8.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, TFS also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of TFS, its employees, agents or authorised representatives. TFS thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

9. Linking to third party websites

- 9.1. This Website may contain links or references to other websites (“**Third Party Websites**”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and TFS is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.
- 9.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

10. Limitation of liability

- 10.1. TFS cannot be held liable for any inaccurate information published on the Website or otherwise displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of TFS, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors via email at info@tfsfulfilment.com.**
- 10.2. TFS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**
- 10.3. YOU HEREBY INDEMNIFY TFS AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE AND/OR ANY LINKED THIRD PARTY WEBSITE.**

11. Availability and termination

- 11.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.**
- 11.2. TFS may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that TFS will not be liable to you in the event that it chooses to suspend, modify or terminate this Website, without limitation.**
- 11.3. If you fail to comply with your obligations under these Terms and Conditions, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
- 11.4. TFS is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website, to blacklist you on its database (including suspending or terminating your access to the Website), with or without notice to you.**
- 11.5. At any time, you can choose to stop using the Website, with or without notice to TFS.**

12. Governing law and jurisdiction

- 12.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 12.2. Nothing in this clause 12 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA (to the extent applicable).

13. Notices

- 13.1. TFS hereby selects 12th Floor, 10 Rua Vasco Da Gama Plain, Foreshore, Cape Town, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**legal address**"). TFS may change this legal address from time to time by updating these Terms and Conditions.
- 13.2. You hereby select the legal address specified in your particular email or other communication or notice transmitted to us in connection with this Website.
- 13.3. Notices must be sent either by hand or email and must be in English. All notices sent:
 - 13.3.1. by hand will be deemed to have been received on the date of delivery; and
 - 13.3.2. by email will be deemed to have been received on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

14. Complaints

- 14.1. If you have a complaint about the services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via email at info@tfsfulfilment.com.
- 14.2. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud ("CGSO") to assist in resolving the complaint. The CGSO's contact details are:
 - 14.2.1. Website: <http://www.cgso.org.za/>;
 - 14.2.2. Sharecall: 0860 000 272; and
 - 14.2.3. Email: complaints@cgso.org.za.

15. Information

15.1. For the purposes of the Electronic Communications and Transactions Act, 25 of 2002, TFS information is as follows (which should be read in conjunction with the other provisions of these Terms and Conditions):

15.1.1. Full name: Takealot Fulfilment Solutions, a division of Takealot Online (RF) (Pty) Ltd, a private company registered in South Africa with registration number 2010/020248/07

15.1.2. Main business: Supply Chain Solutions

15.1.3. Physical address for receipt of legal service (also postal and street address): 12th Floor, 10 Rua Vasco Da Gama Plain, Foreshore, Cape Town, 8001 (marked for attention: CEO and Legal)

15.1.4. Office bearers: Kim James Reid, Paul Michael Peake, Phuthi Mahanyele-Dabengwa, Ashika Kirpal and Frederik Johannes Zietsman

15.1.5. Phone number: +27 87 362 8000

15.1.6. Email address: info@tfsfulfilment.com

15.1.7. PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act, 2 of 2000 may be downloaded from [\[here\]](#).

16. General

16.1. TFS may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents, without limitation.

16.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

16.3. Any failure on the part of you or TFS to enforce any right in terms hereof shall not constitute a waiver of that right.

16.4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

16.5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

16.6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby

be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

- 16.7. These Terms and Conditions contain the whole agreement between you and TFS and no other warranty or undertaking is valid, unless contained in this document between the parties.