

GO FETCH THAT WEBSITE TERMS AND CONDITIONS

1. PARTIES AND USER ACCESS

- 1.1. The parties to this agreement are you the user ("you") and the owners of this website being GO FETCH THAT (Proprietary) Limited ("GO FETCH THAT" or "us").
- 1.2. Your use of and access to this website will at all times be governed by the provisions of these terms and conditions and by using and/or accessing this website you accept fully all these terms and conditions and agree to be bound by and comply fully therewith.
- 1.3. If you do not wish to be bound by and comply with these terms and conditions in full, please do not access and use this website.

2. OUR GENERAL TERMS AND ACCEPTABLE USE POLICY

- 2.1. You agree to adhere to generally acceptable user etiquette when accessing or using this website. Any reference to "website" in these terms and conditions shall include all GO FETCH THAT social media sites, including Facebook and Twitter and any other service or site owned by GO FETCH THAT with a link to these terms and conditions.

3. COPYRIGHT AND TRADEMARKS

- 3.1. Your access to this website and the information contained on it, does not in any way convey or transfer any right in or to the Intellectual Property Rights of GO FETCH THAT or any other person in respect of data or information displayed or accessible from this website or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other Intellectual Property Rights which may vest in GO FETCH THAT or in the author, compiler, creator or licensor of such information.
- 3.2. All GO FETCH THAT's trademarks, logos, brands, domain names and other marks and intellectual property relating to accessible from, or occurring on this website, or any information contained or accessible from this website shall remain the sole and exclusive property of GO FETCH THAT and the relevant authors, compilers, owners or licensors thereof ("Proprietors") and you undertake not to use, disseminate, or otherwise deal with such intellectual property without GO FETCH THAT or the relevant Proprietor's written approval.
- 3.3. Copyright and all other Intellectual Property Rights associated with any material available or accessible from this website including video and audio clips, news links and articles are owned by GO FETCH THAT or the relevant Proprietors thereof.
- 3.4. You undertake not to change or delete any proprietary notices contained or displayed in any material, data or information downloaded or otherwise retrieved from this website.
- 3.5. Under no circumstances must you attempt to reverse engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recordation or otherwise) any of the software material, information or content viewed, downloaded or otherwise retrieved from this website.

4. CONTENT AND USE OF SERVICES

- 4.1. The content on this website is presented largely for information purposes only and nothing contained on this website is intended to be instructional or constitute advice of any kind unless this is clearly stated. Where advice is given (including advice provided during online communications) please do not place complete reliance on such advice but verify this for yourself and we cannot guarantee that such advice is or will be useful, correct or will work for you. Advice given by third parties on this website is not to be attributable to GO FETCH THAT in any way.
- 4.2. All information viewed or services used or accessed from this website are provided “as is” without any warranty, whether express or implied unless this is specifically imposed by law.
- 4.3. Save to the extent expressly otherwise provided for, any services used or accessed from this website are available for your personal, non-commercial use only. You are solely responsible for your interactions with other users. We have no obligation to monitor or resolve disputes between you and other users.

5. INFORMATION AND SECURITY

- 5.1. You undertake to ensure and warrant to GO FETCH THAT that all information, documentation, data and material provided or transmitted to GO FETCH THAT via or on this website or through any software, services, features or facilities on this website will be accurate, truthful and current and you will be solely responsible for the content of such information, documentation, data and material.

6. INDEMNITY AND DISCLAIMER

- 6.1. You hereby unconditionally and irrevocably indemnify GO FETCH THAT and hold GO FETCH THAT harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by GO FETCH THAT as a result of any claim instituted against GO FETCH THAT by a third party (other than you) as a result of (without limitation):
 - 6.1.1. your access to or use of this website, any software, services, products, features or facilities offered on this website in a manner other than as allowed or prescribed; or
 - 6.1.2. any infringement by you of the Intellectual Property Rights of any third party; or
 - 6.1.3. any other cause whatsoever relating to your access to or use of this website, any software, products, services, features or facilities offered on this website where you have acted wrongfully or failed to act when you had a duty to so act.
- 6.2. In addition to and without prejudice to any other limitations of liability provided for in these terms and conditions or any other agreement and to the fullest extent permitted by applicable law, GO FETCH THAT shall not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to these terms and conditions, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that GO FETCH THAT is

liable to you for any damages, GO FETCH THAT's liability to you for any damages howsoever arising shall be limited to the sum of R1000.00 (One Thousand Rand).

7. REMEDIES

7.1. GO FETCH THAT reserves the right to take any action which it may consider appropriate in the circumstances to prevent or mitigate or recover losses or damages arising from the non-compliance with these terms and conditions and any liability or inconvenience whether perceived or otherwise for GO FETCH THAT or its customers, suppliers or advertisers or otherwise cause GO FETCH THAT to lose or suffer any inconvenience, harm or damages in any proprietary interest or goodwill or which may adversely affect access to or use of this website or any of the software, services, features or facilities offered on this website.

8. APPLICABLE LAWS

8.1. The provisions of these terms and conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.

9. VARIATION

9.1. GO FETCH THAT may modify these terms and conditions at any time and such modification shall be effective immediately on the posting of such modifications and/or updates or changes on this website.

9.2. It is your responsibility to regularly ensure that you are aware of any modifications and/or updates or changes.

10. SEVERABILITY

10.1. In the event that any of the terms of these terms and conditions are found to be invalid, unlawful or unenforceable, such terms will be separable from the remaining terms and conditions, which shall continue to be valid and enforceable