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## WEBSITE TERMS AND CONDITIONS TERMS OF SERVICE AND ENGAGEMENT

IN TERMS OF SECTION 11(3) OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING, AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE GO2AFRICA WEBSITE, WEBPAGES, OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE GO2AFRICA WEBSITE NOW, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### **DEFINITIONS AND INTERPRETATION**

- a) “**Client**” means a User who engages with Go2Africa for the delivery of travel services;
- b) “**Go2Africa website**” means the website owned and operated by Go2Africa and located at <http://www.go2africa.com>, including any page, part or element thereof and furthermore all domain names linked to such website;
- c) “**Go2Africa**” means Go2Africa (Pty) Ltd, a private company registered in terms of the laws of South Africa reg. no. 1998/015392/07;
- d) “**User**” means any person who enters or uses the Go2Africa website, notwithstanding the fact that such a person only visits the home page of the Go2Africa website;
- e) References herein to the singular include the plural and vice versa; and
- f) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#), the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

## **1. GENERAL**

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Go2Africa is a specialist African safari and travel operator with a major presence on the internet. Our websites allow travellers to find out all about their dream destinations in Africa; thereafter they can contact our specialist vacation consultants who will tailor-make their vacations. Through us, travellers have access to a wealth of knowledge and a wide range of exclusively contracted product. [Click here](#) for more information.

## **2. ALLOWED USE AND LICENSE**

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- 2.1 Go2Africa licenses the User to view, download and print the content of the Go2Africa website, provided that such content is used for private, personal,

- educational and/or non-commercial purposes only;
- 2.2 Content from the Go2Africa website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Go2Africa;
- 2.3 Users may only access, browse and use the Go2Africa website for legitimate personal or commercial purposes and may not use the Go2Africa website or any Go2Africa services and/or products for:
- 2.3.1 Harmful purposes;
  - 2.3.2 Illegal purposes;
  - 2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person; and/or
  - 2.3.4 The creation, storage and sending of unsolicited commercial communications.
- 2.4 The caching of the Go2Africa website shall only be allowed if:
- 2.4.1 The purpose of the caching is to make the onward transmission of the content from the Go2Africa website more efficient;
  - 2.4.2 The cached content is not modified in any manner whatsoever;
  - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
  - 2.4.4 The cached content is removed or updated when so required by Go2Africa.
- 2.5 If any User uses content from the Go2Africa website in breach of the provisions detailed herein:
- 2.5.1 Go2Africa reserves the right to claim damages from the User;
  - 2.5.2 Go2Africa reserves the right to institute criminal proceedings against the User; and
  - 2.5.3 Go2Africa shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Go2Africa shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Go2Africa website, if such content was accessed through a hyperlink not directed at the home page of the Go2Africa website. Persons that wish to link to content beyond the home page of the Go2Africa website shall do so at their own risk and indemnify Go2Africa against any loss, liability or damage that may result from the use of content from the Go2Africa

website, if such content was accessed through a hyperlink not directed at the home page of the Go2Africa website. Go2Africa non-liability for deep linking is based on the fact that deep links bypass these terms and conditions;

- 2.7 Users may quote small and reasonable amounts of content available from the Go2Africa website only if such quote is placed in inverted commas and acknowledged;
- 2.8 No person may frame the Go2Africa website, in any manner whatsoever, without the prior written consent of Go2Africa;
- 2.9 Apart from bona-fide search engine operators and use of the search facility provided on the Go2Africa website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from the Go2Africa website for any purposes, without the prior written consent of Go2Africa;
- 2.10 E-mail addresses, names, telephone numbers, and fax numbers published on the Go2Africa website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Go2Africa website may be used to communicate unsolicited communications to Go2Africa and all rights detailed in Section 45 of the [ECT Act](#) are reserved; and
- 2.11 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Go2Africa at any time without prior notice or giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS**

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- 3.1 All intellectual property on the Go2Africa website, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Go2Africa and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in [clause 2](#), all other rights to intellectual property on the Go2Africa website are expressly reserved; and
- 3.2 No person may use logos, icons, or trade marks from the Go2Africa website as hyperlinks or other purposes without Go2Africa's prior written consent.

### **4. SOFTWARE AND EQUIPMENT**

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It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Go2Africa website and/or download content from the Go2Africa website.

## 5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT AND TERMS OF SERVICE

*These terms and conditions as well as product and / or service specific terms and conditions govern the sale of goods and / or the provision of services from or through the Go2Africa website.*

Access to the services, content, software and downloads available from the Go2Africa website may be classified as “electronic transactions” as defined in terms of the [ECT Act](#) and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and Go2Africa has, amongst others, the duty to disclose the following information:

<b>Full name and registration number of website owner</b>	Go2Africa (Pty) Ltd, registration number 1998/015392/07
<b>Street address</b>	3rd Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa
<b>Postal address</b>	PO Box 16194, Vlaeberg, 8018, South Africa
<b>Telephone number</b>	+27 21 481 4900
<b>Fax number</b>	+27 21 426 5339
<b>Website address</b>	<a href="http://www.go2africa.com">www.go2africa.com</a>
<b>Official e-mail address</b>	<a href="mailto:contact@go2africa.com">contact@go2africa.com</a>
<b>VAT registration number</b>	4260196938
<b>Membership of self-regulatory or accreditation bodies</b>	<p>SATSA <a href="http://www.satsa.co.za">www.satsa.co.za</a></p> <p>IATA <a href="http://www.iata.org">www.iata.org</a></p> <p>IAGTO <a href="http://www.iagto.com">www.iagto.com</a></p> <p>ASATA <a href="http://www.asata.co.za">www.asata.co.za</a></p> <p>ATTA <a href="http://www.atta.co.uk">www.atta.co.uk</a></p> <p>Cape Town Tourism <a href="http://www.tourismcapetown.co.za">www.tourismcapetown.co.za</a></p> <p>ASTA <a href="http://www.astanet.com">www.astanet.com</a></p>
<b>Accreditations</b>	<a href="#">Click here</a> to view Go2Africa accreditations.
<b>Codes of conduct to which Go2Africa subscribes</b>	N/A
<b>Directors of Go2Africa</b>	Mark Richard Preyer & Joanne Dickson

	<a href="#">Click here</a> to meet the Go2Africa team.
<b>Office bearers</b>	<p>Mark Richard Preyer                      CEO</p> <p>Joanne Dickson                              Managing Director</p> <p><a href="#">Click here</a> to meet the Go2Africa team.</p>
<b>Physical address for receipt of legal service</b>	3 <sup>rd</sup> Floor Longkloof Studios, Darters Road, Gardens, Cape Town, 8001, South Africa
<b>Services</b>	<p>The Go2Africa website offers, facilitates or enables the following services:</p> <ul style="list-style-type: none"> <li>• Travel information;</li> <li>• Travel ideas;</li> <li>• Specialist vacation consulting;</li> <li>• Travel advice;</li> <li>• Safari planning; and</li> <li>• Travel enquiries.</li> </ul>
<b>Website access cost</b>	Free
<b>Service cost, bookings, change of arrangements, routes and prices – applicable to the Client</b>	<ul style="list-style-type: none"> <li>• "The booking" or "the reservation" refers to part or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a Client with the suppliers, and excludes services of a peripheral nature;</li> <li>• Go2Africa will endeavour to timeously confirm the status of any booking in writing. Where Go2Africa is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will Go2Africa's failure to do so constitute an act of negligence on its part;</li> <li>• In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of Go2Africa, it is understood that expenses relating to such unscheduled extensions (e.g. hotel accommodation) will be for your account;</li> <li>• In the event that any supplier is unable to provide the service booked on your behalf, Go2Africa will endeavour to offer you alternative arrangements of similar classification and in the same area, wherever possible. Should you be unwilling or unable to accept the alternative arrangements offered by Go2 Africa, any refunds to which you may be entitled are subject to the terms and conditions of the relevant supplier. Any refund in respect of any commission paid or payable to Go2Africa shall be at the sole discretion of Go2Africa;</li> <li>• Whilst every effort is made to adhere to the confirmed itineraries, Go2Africa reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the tour itinerary is necessitated by, for example, a change in weather conditions, this does</li> </ul>

	<p>not constitute any ground for a refund;</p> <ul style="list-style-type: none"> <li>• Full payment is due at time of confirmation for air tickets and / or where the booking value is less than R10 000.00. All other bookings require deposit payment equal to 30% of the quoted booking price at time of confirmation or 100% of deposit if less than 60 days before travel. Any such deposit is non refundable;</li> <li>• If you need to change or cancel your travel plans, it is your responsibility to notify Go2Africa in writing. Some air tickets are non-refundable, but can be applied (for a limited time) toward future travel, less any applicable penalties. Some air tickets do not allow changes. In the majority of cases, airlines will charge a cancellation fee if you wish to cancel your booking. In addition we will charge an administration fee of R250 per person;</li> <li>• Be aware that certain airlines do not maintain "real time" seat availability in the airline reservations system to which we connect. While every effort is made to reflect the true situation and booking status, instances may occur when airlines cancel reservations. Go2Africa will advise you if this is the case and will endeavour to reinstate your booking;</li> <li>• Unless full payment is due at the time of making the booking, all bookings must be accompanied by a deposit equal to 30% of the quoted booking price or a guarantee for such amount made payable to Go2Africa. Any such deposit is strictly non-refundable. The deposit constitutes part of the booking conditions and Go2Africa reserves the right, without prejudice to any other rights that it may have, to cancel any booking in the event of the deposit or any part thereof not being received by the due date specified therefore;</li> <li>• All quotations and confirmations are based on, inter alia, fares, hotel prices, land costs and other relevant costs prevailing at the date of Go2Africa's quotation. You agree that in the event of there being any increase in any such costs prior to receipt by Go2Africa of the final payment as contemplated in clause below, such increase shall be for your account (unless otherwise agreed to by Go2Africa or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment contemplated below;</li> <li>• Aside from passport, visa and other peripheral service fees (additional fees) as contemplated hereunder, Go2Africa reserves the right to claim late booking charges, communications, consultation, administration and amendment fees where applicable. These fees will incur a minimum charge of R300 per person but will not be limited to this amount.</li> <li>• Payments made by all credit cards, excepting Visa and MasterCard, are converted into South Africa Rands at time of payment processing. This could lead to foreign exchange variances. To avoid billing variances associated to this payment should be made by Visa and MasterCard credit card or directly into our US Dollar or Euro account.</li> </ul>
<p><b>Payment and additional charges – applicable to the Client</b></p>	<ul style="list-style-type: none"> <li>• Final payment for any booking must be irrevocably credited to the account of Go2Africa at least 60 days prior to the date of departure, unless specific arrangements have been made with and confirmed in writing by Go2Africa;</li> <li>• Any bookings made less than 60 days prior to the departure date must be accompanied with full and final payment, unless otherwise agreed to in writing by Go2Africa;</li> <li>• Final invoicing is based upon the confirmation price, less any deposit paid, plus any additional charges (including but not limited to any disbursements incurred by Go2Africa for and on your behalf) that may have accrued in</li> </ul>

	<p>terms of this agreement. Payment of any such invoice and/or statement must be made in full, without deduction or set-off, on the due date therefore, notwithstanding cancellation of all or any part of the services booked by Go2Africa;</p> <ul style="list-style-type: none"> <li>• Failure to make final payment on the confirmed due date will lead to cancellation of booked services and the loss of all monies paid to date.</li> <li>• Aside from passport, visa and other peripheral service fees (additional fees) as contemplated hereunder, Go2Africa reserves the right to claim the late booking charges, communications, consultation, administration and amendment fees where applicable.</li> </ul>
<p><b>Booking liability – applicable to the Client</b></p>	<ul style="list-style-type: none"> <li>• Go2Africa represents airlines, tour operators, service suppliers and other travel organizations as an agent only and accordingly, on receipt by Go2Africa of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions) Go2Africa shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements timeously;</li> <li>• All vouchers, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. Acceptance of the vouchers or tickets and/or utilizing the services comprising any Go2Africa tour or package is deemed to constitute your acceptance of the suppliers' terms and conditions;</li> <li>• Please note that for each air ticket there are additional terms specific to that fare. You must read the FLIGHT RULES for each ticket. These will be provided by your Specialist Vacation Consultant;</li> <li>• In relation to flight tickets, you are required to use all flight coupons in sequential order. If this requirement is not met, the airline may void the ticket;</li> <li>• The onus rests on you to carefully check and correct any mistakes in your flights reservation request and in any confirmation thereof received from the airline via Go2Africa;</li> <li>• Airfares and prices displayed include pre-paid taxes only where specified and are subject to airline availability. Fares and prices are not guaranteed until you receive a confirmation e-mail and your credit card has been charged. Airline fare conditions and class of travel may change at any time. Routing restrictions and other special conditions may apply. Airfares may change without notice;</li> <li>• All onward and return flights must be reconfirmed with the relevant airlines at least 72 hours prior to the commencement of that leg of the journey, unless you are specifically informed otherwise by the airline;</li> <li>• Whilst Go2Africa will take reasonable steps to secure your reservations timeously and to ensure your comfort and safety, participation in any tours or packages offered by the suppliers (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against Go2Africa, its employees agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise; and</li> <li>• The suppliers may be indemnified against any liability for any damage or loss (howsoever arising) that you may suffer in that they act as agents</li> </ul>

	<p>themselves or have contracted out of liability and it is therefore recommended that you take out adequate insurance cover.</p>
<p><b>Travel insurance – applicable to the Client</b></p>	<p>Go2Africa recommends that you (and each member of your party) review and purchase adequate and comprehensive travel insurance covering cancellation, curtailment, medical expenses, emergency travel, personal accident, personal baggage and money loss. This should be arranged at the time of confirmation and deposit payment to cover you for cancellation from this time. You acknowledge that it is your responsibility to take insurance, that the cost thereof will be for your account, and that Go2Africa will not be liable in any way whatsoever should you fail to do so.</p> <p>Go2Africa requests that you provide us with your insurance provider's name, together with the policy number and emergency contact telephone number in case of emergency whilst you are travelling</p>
<p><b>Peripheral travel arrangements – applicable to the Client</b></p>	<p>It is your responsibility to review and arrange a valid passport and all necessary entry permits/visas for you (and each member of your party). It is your responsibility to review and arrange all necessary inoculations, immunisation and medication for you (and each member of your party). Go2Africa will not be liable in any way whatsoever should you fail to do so.</p>
<p><b>Cancellations, return, exchange and refund policy – applicable to the Client</b></p>	<ul style="list-style-type: none"> <li>• Go2Africa will endeavour to provide the services required by the customer, but in the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Go2Africa reserves the right to claim the services, administration, communication and cancellation charges which will include, but not be limited to, any charges levied by any supplier against Go2Africa in respect of such booking;</li> <li>• Cancellation of a booking must be made in writing. You agree that if the cancellation is received: <ul style="list-style-type: none"> <li>• 60 or more days prior to the departure date, 70% (seventy percent) of the total confirmed price for the booking plus any increases thereon (if any) will be refunded to you;</li> <li>• more than 30 but less than 60 days prior to the departure date, 45% (forty five percent) of the total vacation costs will be refunded to you; and</li> <li>• less than 30 days prior to the departure date, the total vacation costs will be forfeited by you.</li> </ul> </li> <li>• Any cancellation of any air ticket for and on your behalf will be subject to the relevant airline's applicable terms and conditions applicable to the fare type chosen by you. You acknowledge and agree that any cancelled airline tickets presented for refund will be subject to delays of 30 to 60 days. Go2Africa will endeavour to expedite any such refund owing to you but will only be obliged to refund any such amounts to you on receipt thereof from the relevant airline;</li> <li>• Some air tickets may need to be submitted to the airline for the cancellation and/or refund to be authorized. In this event your refund request may take longer, but we will advise you of the expected turnaround period;</li> <li>• Air tickets which are returned more than 1 year from date of issue are classified as expired tickets and must be submitted to the airline for their authority to refund;</li> <li>• In the case of a lost air ticket, it may be possible to reissue the ticket for a fee. A new ticket may have to be purchased at the current fare price. You</li> </ul>

	<p>may then apply for a lost ticket refund by completing the appropriate form. The airline will refund the lost ticket 30 days after the expiration of the lost ticket, provided it has not been used or refunded;</p> <ul style="list-style-type: none"> <li>• Lost air tickets which cannot be re-issued are refunded at the sole discretion of the airline and these refunds can take up to one year to be authorized;</li> <li>• Air tickets will be dispatched to you in accordance with your instructions and Go2Africa accepts no responsibility for their delivery; and</li> <li>• Go2Africa reserves the right to discontinue and summarily cancel any booking in respect of which payment has fallen in arrears, and in the event of this right being exercised, the full balance still owing shall immediately become due and payable on demand.</li> </ul>
<b>The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000</b>	<a href="http://www.pastel.co.za/paia/paiamanual.asp?uniqueno=1517">http://www.pastel.co.za/paia/paiamanual.asp?uniqueno=1517</a>
<b>Alternative dispute resolution</b>	<p>Subject to urgent and/or interim relief, all disputes regarding:</p> <ul style="list-style-type: none"> <li>• access to the Go2Africa website;</li> <li>• the inability to access the Go2Africa website;</li> <li>• the services and content available from the Go2Africa website; or</li> <li>• these terms and conditions,</li> </ul> <p>shall be referred to arbitration in terms of the expedited rules of the <a href="#">Arbitration Foundation of South Africa</a> and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and Client.</p>
<b>The Go2Africa website security measures</b>	See <a href="#">clause 9</a> below.
<b>Cooling-off period</b>	The cooling off provisions do not apply to travel services.
<b>Complaints</b>	<p>If anything is not delivered as promised we'd like to hear about it. Let us know by phone +27 21 481 4900, e-mail <a href="mailto:customercare@go2africa.com">customercare@go2africa.com</a> or by writing to us at 3<sup>rd</sup> Floor, Longkloof Studios, Darters Road, Gardens, Cape Town, South Africa or P O Box 16194, Vlaeberg, 8018, Cape Town, South Africa. Go2Africa will research all complaints in full. In most cases complaints are dealt with immediately. However, if your complaint is complex it may take longer to resolve. We will keep you informed of the developments and progress during this time.</p>

## 6. CHANGES AND AMENDMENTS

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Go2Africa reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:



- 6.1 change these terms and conditions;
- 6.2 change the content and/or services available from the Go2Africa website;
- 6.3 discontinue any aspect of the Go2Africa website or service(s) available from the Go2Africa website; and/or
- 6.4 change the software and hardware required to access and use the Go2Africa website.

## 7. PRIVACY

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- 7.1 Go2Africa shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, “personal information” shall be defined as detailed in the [Promotion of Access to Information Act 2 of 2000](#) (PAIA);
- 7.2 Go2Africa may electronically collect, store and use the following personal information of Users:
  - 7.2.1 name and surname;
  - 7.2.2 contact numbers;
  - 7.2.3 non-personal browsing habits and click patterns;
  - 7.2.4 e-mail address;
  - 7.2.5 IP address; and/or
  - 7.2.6 User selected username and password.
- 7.3 Go2Africa collects, stores and uses the abovementioned information for the following purposes:
  - 7.3.1 To communicate requested information to the User;
  - 7.3.2 To provide the User with access to restricted pages on this website; and
  - 7.3.3 To compile non-personal statistical information about browsing habits, click-patterns and access to the Go2Africa website.
- 7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings;

- 7.5 Go2Africa may collect, maintain and store any information collected from users, however, this information will never be shared or sold; it could, however, be disclosed to a third party if mandated to do so by a legal order from a South African court; and
- 7.6 Go2Africa owns and retains all rights to non-personal statistical information collected and compiled by the Go2Africa website.

## **8. HYPERLINKS TO THIRD PARTY SITES**

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- 8.1 Go2Africa may provide hyperlinks to websites not controlled by Go2Africa (target sites) and such links do not imply any endorsement, agreement with or support for the content of such target sites; and
- 8.2 Go2Africa does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

## **9. SECURITY**

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- 9.1 Go2Africa shall take all reasonable steps to secure the content of the Go2Africa website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Go2Africa does not make any warranties or representations that content shall be 100% safe and secure;
- 9.2 Go2Africa is under no legal duty to encrypt any content or communications from and to the Go2Africa website and is also under no legal duty to provide digital authentication of any page on the Go2Africa website;
- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Go2Africa website or the server and computer network that support the Go2Africa website;
- 9.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the Go2Africa website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Go2Africa harmless against any and all liability, damages and losses that Go2Africa and its partners / affiliates may suffer as a result of such damaging code;
- 9.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and Go2Africa reserves the right to claim damages from any and all persons concerned with a security failure or breach; and

- 9.6 Any User who commits any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Go2Africa and its partners / affiliates.

## 10. DISCLAIMER AND LIMITATION OF LIABILITY

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- 10.1 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, Go2Africa (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 10.1.1 access to the Go2Africa website;
  - 10.1.2 access to websites linked to the Go2Africa website;
  - 10.1.3 inability to access the Go2Africa website;
  - 10.1.4 inability to access websites linked to the Go2Africa website;
  - 10.1.5 content available on the Go2Africa website;
  - 10.1.6 services available from the Go2Africa website;
  - 10.1.7 downloads and use of content from the Go2Africa website; and/or
  - 10.1.8 any other reason not directly related to Go2Africa' gross negligence.
- 10.2 The Go2Africa website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him or herself, prior to entering into this agreement with Go2Africa, that the content available from and through the Go2Africa website meets the User's individual requirements and is compatible with the User's computer hardware and/or software;
- 10.3 Information, ideas and opinions expressed on the Go2Africa website should not be regarded as professional advice or the official opinion of Go2Africa and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Go2Africa website;
- 10.4 Go2Africa does not make any warranties or representation that content and services available from the Go2Africa website will in all cases be true, correct or free from any errors. Go2Africa shall take all reasonable steps to ensure the quality and accuracy of content available from the Go2Africa website; and
- 10.5 Go2Africa does not make any warranties or representations that the Go2Africa website shall be available at all times. Users acknowledge that the Go2Africa website may be unavailable due to updates or other causes beyond the reasonable control of Go2Africa, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."

## **11. REMOVAL AND CORRECTION OF CONTENT**

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Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Go2Africa website to the website administrator and the website administrator undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **12. INTERCEPTION OF COMMUNICATIONS**

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- 12.1 Subject to the provisions of the [Regulation of Interception of Communications \(RIC\) Act 70 of 2002](#), the User agrees to Go2Africa's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Go2Africa website, its staff and employees; and
- 12.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the RIC Act.

## **13. ENTIRE AGREEMENT AND SEVERABILITY**

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- 13.1 These terms and conditions constitute the entire agreement between Go2Africa and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Go2Africa from the User;
- 13.2 Any failure by Go2Africa to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision; and
- 13.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## **14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

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The User and Go2Africa agree that:

- 14.1 the User shall be bound to these terms and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the Go2Africa website for the first time;
- 14.2 data messages (as defined in the [ECT Act](#)) addressed by the User to Go2Africa shall only be deemed to have been received if and when responded to;
- 14.3 data messages (as defined in the [ECT Act](#)) addressed to the User by Go2Africa shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);

- 14.4 data messages (as defined in the [ECT Act](#)) addressed by the User to Go2Africa shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 14.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and Go2Africa; and
- 14.6 the User agrees and warrants that data messages that are sent to Go2Africa from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

## **15. APPLICABLE AND GOVERNING LAW**

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Subject to the arbitration referred to above, the Go2Africa website is hosted, controlled, and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Go2Africa website, its content, services and these terms and conditions.

## **16. LEGAL COSTS**

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Go2Africa shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

**COPYING, DISTRIBUTION OR RE-USE OF THIS AGREEMENT, IN WHOLE OR IN PART, SHALL RESULT IN CIVIL AND CRIMINAL ACTION.**