



**TOTAL BUSINESS SOLUTIONS**

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## **SMS Terms and Conditions**

The SMS Messaging Services ("the Services") offered by Riebens Systems to you ("the customer") are governed by the following terms and conditions:

### **Terms and Conditions:**

By accessing or using the services ("the Services") available on this website ("this Site") you acknowledge and accept that you have read and understand and are bound by the contents of the following Terms and Conditions which apply to the use of the Services which are available on this Site or by way of links to this Site. If you do not understand or agree with, or do not wish to be bound by any of these terms and conditions, you may not access or use this Service, and must kindly terminate your access to this Site immediately.

The Service is not available to minors or any person who cannot legally agree to these Terms and Conditions. By accepting these terms and conditions, you confirm that you are capable of entering into a binding agreement, and you must accurately complete the requested subscriber information. It is the responsibility of the legal parent or guardian to determine if the Services are appropriate for his/her child, and must provide verifiable consent for use of the Services. Riebens Systems may unilaterally amend these terms and conditions from time to time, and such amendments shall be effective immediately upon posting of the modified agreement on this Site, and you agree that you are aware of all and any such amendments and bind yourself to the terms and conditions as may be in force at any time.

Neither Riebens Systems nor any service provider appointed by Riebens Systems shall be held responsible for any injury, loss or damage of any kind whatsoever suffered or incurred by you or any user of the Services as a result of your access to this Site, utilization of the Services or reliance on any information contained on this Site for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:

1. Errors or discrepancies in the information provided;
2. Any unauthorized access of the Services by third parties;
3. Any breakdown or failure of any equipment or medium of access to the Services;
4. Any failure or unavailability of any of Riebens Systems' or any third parties' facilities or systems resulting in the inability to process any transaction;
5. The destruction or accessing of your or any user's data or equipment.
6. Any alteration, modification, upgrade or update of the Services or any technology, hardware or software modification that may form part of the Services.
7. You hereby indemnify Riebens Systems and any service provider appointed by Riebens Systems against any demand, claim or action against it/them relating to or in connection with your access to this Site or your use of Services whether directly or indirectly for any reason whatsoever.
8. This agreement and all disputes, actions and other matters relating hereto shall be governed by and determined in accordance with the laws of the Republic of South Africa.
9. Riebens Systems may, without warning, terminate, change, suspend, or discontinue this Service, including the availability of any features of this Site, at any time.
10. You using your username and password as identification shall initiate your use of the Services and access to members-only areas of this Site. You undertake to, and shall be responsible for maintaining the confidentiality of your password and shall notify Riebens Systems forthwith on becoming aware that the confidentiality of your password has or may have been compromised. By entering your username and password you legally bind yourself to honour all transactions performed by you on this Site. All activities performed under the credentials of your username and password is deemed as having been performed by you.
11. Please be aware that notwithstanding the contents of the Privacy Policy, any message sent by you will be identifiable by the username you have used to login for that session.
12. Riebens Systems may in its discretion suspend or terminate your access to members-only areas of this Site or the Services, in the event that you, in any manner violate these Terms and Conditions or the Privacy Policy or any other applicable Riebens Systems' policy, rules or conditions of use. You may choose to terminate your account voluntarily at any time.

13. You are not allowed to reproduce, duplicate, copy, adapt, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services. You may not use the Services for any of the following purposes or in any of the following manners:
  - i. to impersonate or harass any other person;
  - ii. to send any information that is or the disclosure of which would be abusive, threatening, false, fraudulent, misleading or obscene, that misappropriates or infringes any person's proprietary right;
  - iii. that violates any persons right of privacy or publicity;
  - iv. to send messages that contain any sexual, racist, or discriminatory content constituting harassment of any individual or organization;
  - v. that constitutes or that violates any law, statute ordinance or regulation;
  - vi. to intercept any communications not intended for you;
  - vii. to release, post, distribute or execute any viruses or other harmful computer code;
  - viii. to transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any part;
  - ix. to engage in transmission of unsolicited mass distribution of messages or any similar conduct.
14. Riebens Systems shall not be obliged to ascertain or provide the identity of the sender of any messages or content. Should you believe that you have received abusive, improper or immoral messages or content, Riebens Systems could at their discretion, only in circumstances and where it is able to, ascertain the identity of the sender or such other information, and provide such information to the recipient.

Electronic Communications By using this site or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **E-Commerce & Privacy**

The use of any product bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product.

The Provider undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payment for goods sold. The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

### **Updating of these Terms and Conditions**

Provider reserves the rights to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates. Disclaimer:

1. Riebens Systems shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by any person who accesses or uses this website ("the User") as a result of the User accessing this website, utilizing any service offered on this website or relying on any information contained on this website for any reason whatsoever including but not limited to any injury, loss or damage suffered as a result of:
  - i. errors or discrepancies in the information provided
  - ii. any unauthorized access of this website by third parties
  - iii. any breakdown or failure of any equipment or medium of access to this website
  - iv. any failure or unavailability of any of Riebens Systems' or any third parties' facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website

- v. the destruction or accessing of the User's data or equipment
  - vi. any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website.
2. The User hereby indemnifies Riebens Systems against any demand, claim or action against Riebens Systems relating to or in connection with the User's use or accessing of this website whether directly or indirectly for any reason whatsoever.
  3. Riebens Systems reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.
  4. Unless expressly stated to the contrary Riebens Systems owns the intellectual property rights in and to this website and the unauthorized use hereof is expressly prohibited.

### **Risks**

Due to the nature of the Service, Riebens Systems cannot be held responsible for risks incurred through the use of the Service(s), as well as all risks associated with data security, privacy, availability and reliability of message processing and transmission. Thus, the customer is fully and exclusively liable for any and all risk resultant from the use of the Service(s).

### **Copyright and Intellectual Property Rights**

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **Limited License to General Users**

Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only. This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider.

The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative use of this Website or the Content for the benefit of another merchant. The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider. Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.

Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Any unauthorized use terminates this license.

### **Limitation of liability**

The services and all information, products and other content (including third party information, products and content) included in or accessible from the Riebens Systems web site or the service, are provided "as is" and are subject to change at any time without notice to the customer. To the fullest extent permitted by law, Riebens Systems disclaims all presentations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights) as to the services and all information, products and other content (including third party information, products and content) included in or accessible from the Riebens Systems web site or the services. In no event shall Riebens Systems or any of Riebens Systems 's service providers be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of the Riebens Systems website or the services, even if Riebens Systems has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, delict, under statute, in equity, at law or otherwise.

### **Privacy: casual surfing**

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

### **Choice of Law**

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Grahams town High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

### **Access to the service**

Riebens Systems shall use all reasonable endeavors to ensure that the Services are available on a 24 hour, 7 days a week basis. The customer is responsible for obtaining all devices and services necessary to enable access to the Service and the use of such Services.