



WEBSITE TERMS AND CONDITIONS

1. INTRODUCTION

1.1. These Terms and Conditions govern your access to and use of this website. By accessing or using this website, you agree to be bound by these Terms and Conditions.

1.2. For purposes of these Terms and Conditions, "Faircape" means and refers to the Faircape Group, comprising Faircape Group Holdings (Pty) Ltd and its associated and affiliated entities, including its subsidiaries, divisions and trading brands, as more fully described in our Privacy Policy.

1.3. References to "we", "us" or "our" mean Faircape or the relevant Faircape entity operating this website, and "you" refers to any person accessing or using this website.

1.4. Faircape may amend these Terms and Conditions from time to time by publishing an updated version on the website.

2. USE OF THE WEBSITE

2.1. The information and content provided on this website are intended for general information purposes only and may be amended, updated or withdrawn without prior notice.

2.2. While Faircape endeavours to ensure that information published on its websites is accurate and up to date, no guarantee is given as to its accuracy, completeness, reliability or availability.

2.3. Information relating to products, properties, accommodation, facilities, pricing or services is subject to availability, confirmation and any applicable contractual terms. Unless expressly stated otherwise, information published on this website does not constitute a binding offer.

2.4. You are responsible for determining whether the information, products or services described on this website meet your particular requirements.

2.5. You may not use this website for any unlawful purpose or in any manner that may damage, disrupt, compromise or interfere with the website, its security or its operation.

3. INTELLECTUAL PROPERTY

3.1. Unless otherwise indicated, all content on this website, including text, images, graphics, logos, trademarks, designs and other materials, is owned by or licensed to

Faircape and is protected by applicable intellectual property laws.

3.2. No content may be reproduced, distributed, modified or used for commercial purposes without Faircape's prior written consent, except as permitted by law.

4. DISCLAIMER AND LIMITATION OF LIABILITY

4.1. The website and its content are provided on an "as is" and "as available" basis. To the extent permitted by law, Faircape makes no warranties or representations regarding the uninterrupted availability, accuracy, completeness or suitability of the website or its content.

4.2. To the fullest extent permitted by applicable law, Faircape shall not be liable for any indirect or consequential loss or damage arising from your use of, reliance on or inability to access this website.

4.3. Faircape shall not be responsible for interruptions, delays or technical failures affecting access to the website arising from circumstances beyond its reasonable control.

4.4. Nothing in these Terms and Conditions excludes or limits any liability or statutory rights that cannot lawfully be excluded or limited.

5. THIRD-PARTY WEBSITES

5.1. This website may contain links to third-party websites for convenience or information purposes.

5.2. Faircape does not control or endorse such websites and accepts no responsibility for their content, availability or privacy practices, except to the extent required by law.

5.3. Access to third-party websites is subject to the terms and privacy policies applicable to those websites.

6. PRIVACY AND PERSONAL INFORMATION

6.1. Faircape processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable legislation.

6.2. Information regarding the collection, use, storage, sharing and protection of personal information, including the use of cookies and analytics tools, is set out in our Privacy Policy.

7. APPLICABLE LAW

7.1. These Terms and Conditions are governed by and interpreted in accordance with the laws of the Republic of South Africa.

7.2. Any agreement concluded with a Faircape entity for the provision of products or services will be governed by its own terms and conditions.

8. CONTACT DETAILS

For any enquiries regarding this website or these Terms and Conditions, please contact:

Faircape Group

Telephone: +27 21 815 5700

Email: enquiries@faircape.co.za

Physical Address: 5th Floor, The Terraces, 25 Protea Road, Claremont, Cape Town, 7708

Postal address: Same as physical address above.