

Scosha Developments (Pty) Ltd. t/a Get off Grid

Website Terms and Conditions of Use

Effective as at 1 October 2023

Welcome to the Get off Grid Website. Please take a moment to read these online terms and conditions to understand how they apply to you and your use of the website.

The Use of this website is governed by the following Terms and Conditions of Use. By using this website you agree to be bound by all such terms and conditions, including our Privacy Policy (which is deemed to be incorporated herein) and appears on this website. If you do not agree to be bound by these Terms and Conditions, kindly discontinue your use of our website.

Thank you.

1. Website Terms and Conditions of Use

- 1.1 This document sets out the terms and conditions (hereafter referred to as "*the terms*") of Scosha Trading (Pty) Ltd, trading as Get off Grid (hereafter referred to as "*us*", "*we*" and / or "*the Company*"), pertaining to the access and use of the information and functions provided on our website, www.getoffgrid.co.za (hereafter referred to as "*the website*" or "*our website*").
- 1.2 These terms constitute the whole agreement between any person accessing our website (hereafter referred to as "*you*" or "*user*") and the Company and they relate to your access to our website. Each time you access the website you agree to be bound by the version of the terms posted on the website at the time. You are accordingly advised to regularly check these terms for any amendments.
- 1.3 By accessing the website and/or registering on the website, you agree that you have read and understand these terms and agree to be bound by them without any modification by you. If you violate or do not agree to these terms, you should refrain from accessing the website as your use of this website is in such instance, unauthorised.
- 1.4 In accessing the website you represent and warrant that you have legal age and capacity to enter into a binding contract with us. If you are under the age of 18, you must obtain your parents' or legal guardians' advance authorization, permission and consent to be bound by these terms.

- 1.5 Due to legal and other developments, we may, from time to time, find it necessary to amend these terms and conditions. The version of the terms and conditions currently in effect for this website is indicated by the effective date incorporated in the title of these website Terms and Conditions of Use. This date governs the browsing and use of this website from that date until the next revision of these Website Terms and Conditions of Use becomes effective.
- 1.6 It is your duty to remain appraised of the current version of these Website Terms and Conditions of Use. By continuing to browse or use the website after any amended terms and conditions become effective, you agree to be bound by the amended terms and conditions. If you violate or do not agree to these terms, then you should no longer access this website and your use of this website is unauthorised.
- 1.7 Get off Grid furthermore reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the terms. Such amendments shall supersede and replace any previous terms and shall be made available on the website. Each time a user accesses or uses the website, the user shall be deemed to have consented, by such access and/or use, to the terms, as amended and/or replaced by the Company from time to time. If you are not satisfied with the amended terms, you should refrain from using the website.
- 1.8 We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- 1.9 If there is anything in these terms that you do not understand then please contact us as soon as possible – see clause 11 below for the relevant contact details. Please note that calls to us are charged at standard rates and may be monitored for training, security and quality assurance purposes.

2 Content of the Website

- 2.1 The Company reserves the right to:
- 2.1.1 make improvements, to change or to discontinue, without notice, any aspect or feature of the website and any information or content on the website;
 - 2.1.2 change and amend the products, prices and rates quoted on this website from time to time without notice.
- 2.2 The Company may use the services of third parties to provide information on the website. We have no control over this information and accordingly make no representations or warranties of any nature as to its accuracy or correctness. The user agrees that such information is provided "as is" and that the Company shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.

2.3 The Company makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the website, including without limitation:

2.3.1 We do not warrant that the website or any information on it shall be error-free or that it shall meet any particular criteria of performance or quality. The Company expressly disclaims all implied warranties, including without limitation, warranties of fitness for a particular purpose, compatibility, security and accuracy;

2.3.2 Whilst we have taken reasonable measures to ensure the integrity of the website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and

2.3.3 The Company disclaims any responsibility for the verification of any claims. Information published on this website may be done so in the format in which we receive it and statements from external parties are accepted as fact.

3 Linked Third Party Websites and Third-Party Content

3.1 We may provide links to third party websites on our website. These links are provided to the user for convenience purposes only and we do not endorse, nor does the inclusion of any link imply our endorsement of such websites' content or security practices and operations.

3.2 While the Company makes every effort to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, our control. We are not, therefore, responsible for and offer no warranties, nor makes any representations, in respect of the privacy policies or practices of any linked third-party websites, accessed via our website.

3.3 You agree that the Company shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on our website.

4 Usage restrictions

The user hereby agrees that it shall not itself, nor through a third party:

- 4.1 Copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, encumber or in any other way deal with any part of the website for any reason and in any manner, unless it is consistent with the intent and purpose of these terms;
- 4.2 Provide, disclose, divulge or make available to or permit the use of or give access to the website by persons other than the user without the Company's prior written consent;
- 4.3 Post or transmit, by means of reviews, comments, suggestions, questions or other information, through the website or any of its linked social media platforms, any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind;
- 4.4 Use the website for any purpose other than its lawful, commercial purpose.

5. Security

- 5.1 In order to ensure the security and reliable operation of our service to all of our users, the Company hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 5.2 You may not utilise our website in any manner which may compromise the security of the Company's networks or tamper with the website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should the Company suffer any damage or loss as a result, civil damages shall be claimed by the Company against the user.
- 5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by the Company and its affiliates, agents and/or partners.

6 Intellectual property rights

- 6.1 For the purpose of this clause, "Intellectual Property Rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by the Company, now or in the future, including without limitation, the Company's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

- 6.2 All copyright and other Intellectual Property Rights in all content, trademarks, data, material, including logos, databases, text, graphics, icons, hyperlinks, designs, agreements, and multimedia works, published on or via the website ("proprietary material"), are the property of, or are licensed to, the Company and as such are protected from infringement by local and international legislation and treaties.
- 6.3 By submitting reviews, comments and/or any other content (other than your personal information) to the Company for posting on the website or a linked social media platform, you automatically grant the Company and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed. Subject to this licence, you retain any and all rights that may exist in such content.
- 6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this website is granted to you.
- 6.5 Irrespective of the existence of copyright, the user acknowledges that the Company is the proprietor of all material on the website (except where a third party is indicated as the proprietor), and that the user has no right, title or interest in any such material.
- 6.6 The Company authorises you to view, temporarily download to a local drive and / or to print the content of this website, or any part thereof, provided that such content is used for purposes of doing business with us and for information purposes only.

7 Risk, limitation of liability and indemnity

- 7.1 The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall we be liable for any loss, harm, or damage suffered by the user as a result thereof. The Company reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should we deem it necessary.

7.3 To the extent permissible by law:

7.3.1 Neither the Company, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising, related to the use of, or the inability to access or use our website or any functionality thereof, or the information contained on the website, or of any linked website.

7.3.2 The liability of the Company for faulty execution of our website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of our website shall be limited to the Company rectifying the malfunction, within a reasonable time and free of charge, provided that we are notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of the Company. However, in no event shall we be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use.

7.3.3 You hereby unconditionally, irrevocably indemnify us and agree to hold the Company free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred or instituted against the Company as a direct or indirect result of:

7.3.3.1 your use of the website;

7.3.3.2 your failure to comply with any of the terms or any other requirements which the Company may impose from time to time;

7.3.3.3 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.3.3.4 any unavailability of, or interruption in, the service which is beyond the control of the Company.

7.4 We make no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against the Company for any LOSS suffered by you, as a result of information supplied by us being incorrect, incomplete or inaccurate.

8 Company Privacy and Cookie Policy

8.1 This clause 8 provides details about our Privacy and Cookie Policy, which policy forms part of these terms. The Company takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.

- 8.2 Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By personal information we don't mean general, statistical, aggregated or anonymised information.
- 8.3 Your use of our services signifies your consent to us collecting and using your personal information as specified below.

The Collection of Personal Information:

- 8.4 We may collect and process the following personal information about you:
- 8.4.1 Information that you may provide by filling in the contact form on our website, including your name, email address and any other personal particulars you elect to supply, such as a contact telephone number or your physical address;
 - 8.4.2 Information provided at the time of registering your business with us, such as your name, e-mail address, telephone number, company name, business address and VAT number;
 - 8.4.3 Information that we may ask you for when you report a problem with our website or our products or service;
 - 8.4.4 Information provided as part of product warranty registrations;
 - 8.4.5 Information that relates to records of correspondence between us;
 - 8.4.6 Details of transactions you carry out through our website and related to the fulfilment of any contract you enter into with us; and
 - 8.4.7 Details of your visits to our website (including traffic data, location data, and other communication data, and the resources that you access.

The use of Personal Information:

- 8.5 We may use this information we hold about you in the following ways:
- 8.5.1 To ensure that content from our website is presented in the most effective manner for you and for your computer;
 - 8.5.2 In aggregate and de-identified form, for internal business purposes such as generating statistics and developing our strategic and marketing plans;
 - 8.5.3 To provide you with information, products or services you request from us or which we feel may interest you, when you have consented to be contacted for such purposes;
 - 8.5.4 To facilitate the registration of your business with us;
 - 8.5.5 To carry out any contracts that may form between us;
 - 8.5.6 To validate your identity as a customer when you contact or interact with us;
 - 8.5.7 To respond to any accounts, technical or other queries, whether telephonic or in writing, that you may make;

8.5.8 To confirm that your orders have been received or to deal with any dispatch queries related to your order/s; and

8.5.9 To notify you about changes to our products or services.

8.6 The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

Disclosure of your Personal Information:

8.7 We may provide aggregate statistics about our sales, customers, traffic patterns and other website information to third parties, but these statistics will not include any information that could identify you.

8.8 We will otherwise refrain from disclosing your information to third parties without your consent to do so. However, we may, on rare occasions, be required to disclose your personal information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your personal information as required in order to comply with our legal obligations including complying with court orders, warrants, subpoenas, service-of-process requirements or discovery requests.

8.9 We may also disclose information about our users to law enforcement officers or others, in the good-faith belief that such disclosure is reasonably necessary to enforce these Website Terms and Conditions of Use or our Privacy Policy or to respond to legal claims that any content violates the rights of third parties, or to protect our intellectual property rights, or to safeguard our personal safety or the personal safety of our users, or the general public.

Cookie Policy:

8.10 We may collect information about your computer (including your IP address, operating system and browser type) for system administration and to report aggregate information to our stakeholders. This information is statistical data about your browsing actions and patterns only.

8.11 We may use cookies to estimate the size and usage pattern of our website's audience; store information about your preferences, which allows us to customise the website to your individual interests; speed up your searches; and recognise you when you return to the website.

- 8.12 Cookies may be used whether you register with us or not. Cookies are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a cookie collects include the date and time of your visits to the website, your browsing history on the website only, your preferences, and if applicable, your username.
- 8.13 You have the ability to accept or decline the use of cookies on your computer, whether or not you have registered on our website. Typically, you can configure your browser to prevent automatic acceptance of cookies and to prompt you every time a cookie is sent to you, alternatively to allow you to choose not to receive cookies at all. However, declining the use of cookies may limit your access to certain features of the website. For example, you may have difficulty using certain interactive features of the website.
- 8.14 In some instances, our third-party service providers may also use cookies on their respective websites. We cannot control or access cookies used by third-party service providers. This Privacy Policy covers only cookies used by us but not any cookies used by third parties.

Privacy Preferences:

- 8.15 Should you wish us to remove your personal information from our database or to refrain from contacting you as set out above, please write to us using the contact information supplied under clause 11 of these terms.

9 Confidentiality

Any information or material sent to us will be deemed not to be confidential, unless otherwise agreed in writing by the user and the Company.

10 Breach or Cancellation by the Company

- 10.1 The Company is entitled, without notice, in addition to any other remedy available to it at law or under these terms, including obtaining an interdict, to cancel these terms, limit or deny such user use of the website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the Company's right to claim damages, should any user:

10.1.1 breach any of these terms;

10.1.2 in the sole discretion of the Company, use the website in an unauthorised manner; or

10.1.3 infringe any statute, regulation, ordinance or law.

- 10.2 Breach of these terms entitles us to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to the Company on an attorney and own client scale.

11 Compliance with section 43(1) of ECT Act

In compliance with section 43(1) of the ECT Act, the following is noted:

- 11.1 Full name: Scosha Developments (Pty) Ltd. trading as Get off Grid
- 11.2 Registration number: 2013 / 032520 / 07
- 11.3 Physical address: Northlands Business Park, 187 Olympic Duel Avenue, Hoogland, Johannesburg 2169
- 11.4 Telephone number: (011) 791-2348
- 11.5 Website address: www.getoffgrid.co.za
- 11.6 E-mail address: info@getoffgrid.co.za
- 11.7 Names of office bearers:
- 11.8 Registered at: Northlands Business Park, 187 Olympic Duel Avenue, Hoogland, Johannesburg, 2169

12 Compliance with laws

You shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

13 Notices

- 13.1 Except as explicitly stated otherwise, any notices shall be given by email to info@getoffgrid.co.za (in the case of the Company), or to the e-mail address you have provided to us (in your case), or such other address that has been specified.
- 13.2 Notice shall be deemed to have been given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Company may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to us. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.
- 13.3 You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

14 General clauses

- 14.1 These terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 14.2 This website is controlled, operated and administered by the Company from its offices within the Republic of South Africa. We make no representation that the content of the website is appropriate or available for use outside of South Africa. Users 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.
- 14.3 The Company does not guarantee continuous, uninterrupted or secure access to our services, as operation of our website may be interfered with as a result of a number of factors which are outside of our control.
- 14.4 If any provision of these terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these terms and the remaining provisions shall be enforced to the full extent of the law.
- 14.5 Any failure by the Company to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 14.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these terms to any third party without the prior written consent of the Company.
- 14.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 14.8 The head notes to the paragraphs to these terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 14.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 14.10 These terms set forth the entire understanding and agreement between the Company and you with respect to the subject matter hereof.