

TERMS OF USE AND ONLINE PRIVACY POLICY

1. **Introduction:** These Terms of Use (incorporating our Privacy Policy) (“Terms”) govern your (the “Customer”, “you” or “your”) access to and use of the services we offer from time to time, including offering an online store that allows you to purchase various products (“Products”) as updated on the website from time to time (“Website”). It is important to note that we are merely an online retail store that sells third-party products (our “Services”).
2. **About us:** The Services are provided by WSS-Wireless Sound Solutions cc (“WSS”, “we”, “our” or “us”).
3. **Acceptance:** These Terms constitute a legally binding agreement between you and WSS. You agree to these Terms by accessing or using our Website as well as registering an account. You represent and warrant that you have the right, authority, and capacity to enter into these Terms. If you do not agree with all of the provisions of these Terms, you must not use our Website.
4. **Term:** These Terms shall commence immediately upon your acceptance (as detailed in clause 3 above) and shall endure indefinitely unless terminated by either of us.
5. **Account Registration / Guest Account:** You may register an account in order to place an order or alternatively may order as a ‘guest’ (without an account registration). You must complete an online form in order to register an account or to make a purchase. You must provide accurate information. You are responsible for keeping your username and password safe and secure, and you must notify us promptly of any unauthorized use or security breach of your details or our Services.
6. **Electronic Communications:** You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages via the Website or electronic devices. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
7. **Licence:** We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Services and the Website, subject to your compliance with the Terms.
8. **Use of our Services:** You **undertake** to access and use our Services only for legal, authorised, and acceptable purposes. You **undertake** not to use (or assist others in using) our Services in ways that: (a) violates, misappropriates, or infringes the rights of us or anyone else, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) in any other way that is not specifically permitted by us in these Terms.
9. **Orders:** All orders for Products (each an “**Order**”) must be made via the Website. Any Order not made via the Website will not be processed. We

attempt to be as accurate as possible with respect to ensuring that the correct Product descriptions, pricing, shipping charges, delivery times and availability. However, it is possible that this information is inaccurate, incomplete or outdated. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel any Orders if any information is inaccurate at any time without prior notice (including after an order has been submitted). **We do not warrant** that Product descriptions, pricing, or other content on the Website are accurate, complete, reliable, current, or error-free. If a Product is not as described, your sole remedy is to return it in unused condition.

10. **Sale:** An Order is only completed once the Order has been accepted by us and we have received payment in full. We reserve the right to cancel any Order should the Products in question or the quantity thereof not be available or if there is an error in the price advertised. If the Order is not completed for any reason no sale is concluded and **you cannot hold us liable for such cancellation** and we shall only be liable to refund monies already paid by the user.
11. **Payment:** We accept the following forms of payment: (i) a credit card (processed by third-party payment gateways); or (ii) electronic funds transfer into our bank account (details provided on check-out) and only if such payment is received within 5 (five) business days after completion of the Order; or (iii) cash (only for Orders under the value of R 1,000); or (iv) any other payment method detailed on our “check-out” page from time to time. All payments on the Website are processed via third party payment processors or banks. In order to protect our interests as well as yours, we may scrutinise transactions to prevent fraud. A transaction may be refused if we are not satisfied that it is legitimate. No other method of payment, including gift vouchers, will be accepted in respect of the purchase of Products on the Website.
12. **Delivery:** Delivery of the Products is carried out by third party service providers. Details of the delivery of the Products (including the cost of delivery) will be provided to you when you place your order on the Website. Please note that **we do not accept any liability** for any delays or damage to the Products that may be caused by the courier company. The risk of loss and title for any Products purchased from our Site pass to you immediately upon our delivery to the courier company. If we supply the wrong product or if the product is in any way faulty or damaged on delivery, we will exchange, refund or repair it for the correct one.
13. **Third-Party Providers:** You **agree and understand** that we are merely an online retailer that supplies the Products of third-party suppliers, as updated from time to time. We are not responsible for the Products provided by the third party suppliers and have no control over their performance in any manner whatsoever. As such, we accept no responsibility for any loss, damage, expense, delay or any other harm (“**Loss**” or “**Losses**”) that you or your property may suffer in any manner whatsoever in relation to the Products, including but not limited to partial or non-delivery of the Products; any Loss of business or business interruption; or any reputational damage suffered by you for any reason whatsoever. We accept **no liability** for Products in any manner whatsoever and **you fully indemnify and hold us harmless** for any claims you may have in this regard.

14. **Marketing:** You agree and understand that we may send marketing material to you from time to time, including special offers and promotions. **You hereby consent** to receiving these marketing materials.
15. **Restrictions:** Only you may access and use our Services via your own account and may not act on behalf of anyone else. You may only register a single account at a time. You agree not to access or attempt to access any part of the Website, app or any other digital asset by any means other than through the interface provided by us. You may not intercept, monitor, damage or modify any communication of any user of the Website for any reason whatsoever. You may not do anything that would compromise the security or integrity of the Website. You will not engage in any activity that interferes with, or disrupts, the Website or the servers and networks that host these. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on the Website. Further, you may not decompile, disassemble or reverse engineer the Website or any part thereof. You may not use or access the Website or the Services in any way that, in our sole discretion, adversely affects the performance or function of the Website or interferes with the ability of authorised parties to access the Website. Any use of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited in relation to the Website.
16. **Content:** You **agree and understand** that the product descriptions are provided by our suppliers. We have no control over such content or claims made in relation to any Product or its performance. We make **no warranties or representations** with respect to any content provided on the Website. You hereby **(to the fullest extent possible) indemnify us**, our directors, employees and affiliates **from any and all claims** (including threatened claims) made arising from or otherwise in relation to your use of our Services, the Website or any such content.
17. **Non circumvention:** You irrevocably agree that you shall not, whether directly or indirectly as an agent, principal, partner, shareholder, advisor, financier or in any other manner circumvent or attempt to circumvent these Terms.
18. **Intellectual Property:** All intellectual property rights (including copyright, moral rights, trade marks, patents or designs) in relation to the Website and Services ("**IP**") are owned by us (or are licensed to us) and are therefore protected by both South African and international intellectual property laws. Accordingly, any unauthorised use, copying, reproduction, re-transmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the IP or any part thereof will constitute an infringement of such IP rights.
19. **DISCLAIMER**
- 19.1 **WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS/SERVICES INCLUDED THEREIN AS WELL AS IN RELATION TO ANY THIRD-PARTY PROVIDERS.**
 - 19.2 TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW **WE DISCLAIM ALL WARRANTIES**, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS. WE DO NOT WARRANT THAT THE WEBSITE, THE SERVERS, OR E-MAILS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

20. INDEMNITY AND LIMITATION OF LIABILITY

- 20.1 YOUR USE OF THE WEBSITE AND THE PRODUCTS IS **ENTIRELY AT YOUR OWN RISK** AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF. **WE DO NOT ACCEPT LIABILITY** THAT MAY ARISE IN CONNECTION THEREWITH.
- 20.2 IN ADDITION TO ANY OTHER INDEMNITIES PROVIDED IN THESE TERMS, YOU HEREBY **UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY US**, OUR AFFILIATED COMPANIES, OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES AND AGREE TO HOLD US FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE ARISING OUT OF OR PURSUANT TO **YOUR USE OF THE WEBSITE OR THE PRODUCTS**, INCLUDING, WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED BY ANY PERSON AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE WEBSITE OR PRODUCTS, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY US IN DEFENDING ANY ACTION (OR THREATENED ACTION) AGAINST US.
- 20.3 IN NO EVENT SHALL WE, OUR DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR THE SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

21. ~~WSS~~ Wireless Sound Solutions Privacy Policy

- 21.1 **Introduction:** In order to use our Website you must provide us with certain personal information. This privacy policy (the “**Privacy Policy**”) sets out the information disclosed to us and how we will use it.
- 21.2 **Personal information:** We gather the following information about you: (i) Information you provide to us when you complete an online form (when you register an account or place an Order) and otherwise use the Website, including your names, business names, address, contact number, email address, location, mobile network provider, frequency of use of the Website, and related personal information (ii) messages that are sent via the Website, email or other telecommunication; (iii) information obtained via Cookies; (iv) use of third party payment services; (v) information obtained via the Website, email, telephone call or other communications with you, including customer support communications; (vi) usage of the Services; and (vii) other information related to your use of the Website and the Products.
- 21.3 **Purpose:** We use the information you provide us in order to:
 - provide the Services to you, which includes providing your personal information to third party payment gateways, courier

- companies, suppliers, or any other person reasonably required to facilitate the provision of the Website and/or Products to you;
 - communicate with you and provide you support services;
 - provide administrative services and customer service related purposes;
 - send marketing and promotional content to you;
 - promote the Website, the Products, and our Services;
 - improve, customise and optimise the Services and the Website;
 - enable us to conduct internal research and statistical analysis;
 - monitor your use of the Website in order to ensure compliance with the Terms;
 - administer any customer loyalty benefits from time to time; and
 - improve our understanding of the marketplace and how you use our Website and Products.
- 21.4 **Bank Accounts: We do not store or have access to you your bank account or credit card information.**
 - 21.5 **Storage:** We store your personal information securely on servers located in South Africa. We may also store your personal information in the United Kingdom, European Union, and/or the United States of America.
 - 21.6 **Consent:** You hereby consent to our use and storage of your personal information for the purposes indicated above, including the cross-border transfer of your personal information.
 - 21.7 **Disclosure:** We may disclose your personal information in the following circumstances –
 - As provided for in these Terms;
 - Where we have your explicit permission;
 - As required in relation to court orders, subpoenas, or legal process, or enforceable governmental requests, or to establish or defend against legal claims, or exercise our legal rights;
 - Where we believe it is necessary to access, use, preserve or disclose such information to detect, investigate, prevent, or address illegal activities, fraud, security or technical issues, or potential threats to the safety of any person, or violations of the Terms of use, or to protect rights, property, or safety of WSS, the Website or other users as required or permitted by law.
 - We may provide information to our related companies or other trusted businesses or persons who work on behalf or with WSS including our professional advisors, such as our lawyers or auditors. Where information is disclosed to our related companies, those related companies will use the information in compliance with our Privacy Policy.
 - WSS will take reasonable steps to ensure that its contracts with third parties include requirements for those third parties to comply with the requirements of the applicable South African privacy legislation.
 - We may also disclose aggregate, anonymous log file and usage information in reports to interested third parties to assist those parties in understanding the usage patterns and performance results of certain advertisements, content, services, promotions,

or features, or to provide you a better user experience. For example, we may provide aggregate-level reports to an advertising partner for the purpose of showing delivery and performance statistics of a specific advertising campaign. Such information will be de-identified.

- 21.8 **Security:** We strive to ensure the security of personal information you provide to us by taking reasonable measures to prevent the destruction, unlawful access and loss of personal information. Any compromise of data integrity or confidentiality will be reported to you by via the Website, email or SMS.
- 21.9 **Your rights:** You have the right to access, rectify, and erase your information, as well as the right to restrict and object to certain processing of your information. This includes the right to object to our processing of your information for direct marketing. You may exercise these rights by sending us an email at info@w-s-s.co.za. Please note that without certain information we are unable to offer you the Services and may thus terminate these Terms and your use of the Services in such an event and you will have no claim against us.

22. GENERAL (APPLICABLE TO THE TERMS AND PRIVACY POLICY)

- 22.1 **Notice:** Any notices you wish to send us must be via email to info@w-s-s.co.za. You agree that any notices (including documents and legal process) we send to you may be sent via the Website, cell phone number (including SMS) or email. You also agree that electronic communications (including email, SMS and communication via the Website) shall be considered to be “in writing”.
- 22.2 **Termination:** We may in our sole discretion terminate or suspend the provision of the Services to you and/or restrict your access to the Website and/or cancel your account at any time and without reason. We also reserve the right to terminate these Terms (together with your access to, and use of, the Website) should we reasonably believe that you have, or have attempted to, (i) circumvent the Website or Terms; (ii) do anything that may harm (including bringing into disrepute) us, the Website, the Services, our IP; (iii) do anything illegal, immoral or unethical; or (iv) breach any term of these Terms. If we do this, you may be prevented from accessing all or parts of the Website, your account or other content contained therein. We will not be liable to you or any third party for doing so. You may terminate your account by giving written notice to us. We may also mutually terminate these Terms by way of written (including email) agreement between us.
- 22.3 **Place and time of Agreement:** These Terms shall be deemed to have been entered into in Johannesburg at the time of registration of your user account or in the event you do not have an account at the time of accessing the Website and/or placing an Order.
- 22.4 **Jurisdiction and Choice of Law:** These Terms will be exclusively governed by and construed in accordance with the laws of South Africa. You consent and submit to the non-exclusive jurisdiction of the High Court of South Africa Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms.

- **22.5 Severability:** Notwithstanding that any provisions of these Terms be illegal or unenforceable, the remaining provisions of this agreement shall continue to be of full force and effect.
- **22.6 Whole Agreement:** These Terms continue the entire agreement between us.
- **22.7 Cession and Assignment:** We shall be entitled to cede or assign any of its rights, or delegate any of its obligations in these Terms (or any part thereof) without prior notice or consent.
- **22.8 Changes:** We may change these Terms from time to time. If we do, any changes will be effective immediately and we will take reasonable steps to let you know about any changes, either by a notice on the Website or by sending you an SMS, email or via the Website. If you keep using the Services after a change, that means you accept the new terms.
- **22.9 Electronic Communications:** When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically, which will allow us to communicate with you via e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.
- **22.10 Compliance with Laws:** It is your sole responsibility to ensure that you comply with all applicable laws and regulations in relation to the Packages and the transportation thereof, including, if necessary any import/export taxes as well as South African Reserve Bank approvals.
- **22.11 Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:**
 Full name: WSS-Wireless Sound Solutions cc
 Physical address and address for receipt of service: 38 Collison Street, Manaba Beach, KZN 4276.
 Telephone no.: +27 39 317 2816
 website address: www.w-s-s.co.za
 Email address: info@w-s-s.co.za
 Registration number: 2008/235800/23
 Country of incorporation: South Africa
 Member: Antoinette Vorster