

Estorm Online website terms of use agreement

1. WEBSITE TERMS OF USE

These Terms (“Terms”) govern your (“User”) use of **Estorm Online (Pty) Ltd** registration number: 2012/115160/07 (“Supplier”)’swebsite located at the domain name **www.estorm.co.za** (“Website”). By accessing and using the Website, the User agrees to be bound by the Terms set out herein. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute Content obtained at the Website.

The Supplier specifically draws to the attention of the User to the sections that are highlighted by means of borders as is the case with this provision.

It is advisable that the User also ensure that it acquires a hard copy of these Terms for easy reference.

2. UPDATING OF THESE TERMS

2.1 The Supplier may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website.

2.2 The Supplier will notify the User of the changes via email or by posting a prominent notice on the Website. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance of these Terms, including any changes or updates.

3. SUPPLIER OF GOODS OR SERVICES DETAILS

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“ECTA”), [25 of 2005](#), the supplier of

goods or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

- 3.1 The Supplier is Estorm Online (Pty) Ltd ("Supplier"), a private company duly registered and existing under the laws of South Africa registration number: 2012/115160/07,
- 3.2 VAT registration number: (not registered for VAT)
- 3.3 Registered address at Shop 70 Kolonnade Centre, Sefako Makgatho Drive, Montana Park, Pretoria North;
- 3.4 Tel: 072 462 3712;
- 3.5 The Supplier's place of registration is South Africa;
- 3.6 The Supplier will accept legal service at Shop 70 Kolonnade Centre, Sefako Makgatho Drive, Montana Park, Pretoria North;
- 3.7 The Supplier's director/s is/are: P.F. Venter identity number: 6010095037084, J.T. Pienaar identity number: 6502155020083;
- 3.8 The main business of Supplier is the provision of computer components inclusive of computer screens and television sets;
- 3.9 Supplier's website is www.supplier.estorm.co.za and its email address is contact@estorm.co.za;

4. GOODS OR SERVICES:

The Supplier provides computer components as are advertised on the Website.

5. TERMS OF SHIPPING AND DELIVERY

All goods will be delivered to the User subject to these terms of shipping and delivery:

- 5.1 Should the User elect that the goods purchased be delivered, the Supplier will procure the services of a third party courier to deliver the goods to the address provided by the User in this regard. The costs of such delivery will be for the account of the User.
- 5.2 Deliveries will only be made in South Africa. Should deliveries be made outside of South Africa, the User will arrange for such delivery at its own cost and risk.
- 5.3 As per section 46 of ECTA, the Supplier must execute the User's order within 30 (thirty) days after the day on which the Supplier received the order, unless the Supplier and the User have agreed otherwise.
- 5.4 Where the Supplier has failed to execute the order within 30 (thirty) days or within the agreed period, the User may cancel the order with 7 (seven) days' written notice to the Supplier.
- 5.5 If the Supplier is unable to perform in terms of the order on the grounds that the goods ordered are unavailable, the Supplier must immediately notify the User of this fact and refund any payments within 30 (thirty) days after the date of such a notification.
- 5.6 Risk in respect of the goods so delivered will pass to the third party courier upon delivery to it by the Supplier and upon the User upon receipt from the third party courier. The Supplier accepts no liability for any loss or damage incurred by the User due to late or non-delivery.
- 5.7 Cost of delivery will be calculated according to weight and may vary according to season and third party courier used.
- 5.8 The Supplier will calculate the delivery charge applicable to the order in question and stipulate the exact charge during the ordering process. Once the User has confirmed its order for delivery, it will be liable for delivery charges.
- 5.9 Should the User wish to insure the goods to be delivered, it must inform the Supplier as such before the goods are delivered to the third party

courier. The Supplier will calculate the insurance charge applicable to the order in question and stipulate the exact insurance charge. Once the User has accepted the insurance charge, the Supplier will add the insurance charge to its order. The insurance charges will also be for the account of the User.

5.10 The insurance charge will be determined as follows:

5.10.1 1% of the total value of items purchased.

6. COOLING-OFF PERIOD

6.1 The User is entitled to cancel without reason and without penalty any order for goods within 7 (seven) days after the date of receipt of such goods.

6.2 The only charge which will be levied on the User is the direct cost incurred by the supplier.

6.3 If payment for the goods have been effected by the User before it elected to exercise its cooling-off right, the User is entitled to a full refund of such payment, which refund must be made within 30 (thirty) days after date of cancellation. See clause 10.5 in this regard.

6.4 A User will furthermore be entitled to cancel an order without incurring any costs, if it does so before the goods purchased are packaged and provided to the third party courier for delivery. Such early cancellations can only be effected online by contacting the supplier via email on contact@estorm.co.za.

7. PAYMENT

All payments will be made by electronic fund transfers ("EFT's") or cash deposit.

8. COMPLAINTS AND DISPUTES

The Users can file complaints via the “Contact us” service of the website www.estorm.co.za. Currently the Supplier does not subscribe to any alternative dispute resolution code or mechanism.

9. REFUND POLICY AND WARRANTIES

9.1 The User has in terms of section 55 of the Consumer Protection Act 68 of 2008 (“CPA”) a right to safe, good quality goods, complying with the requirements set out below, and in terms of section 56 of the CPA the User receives an implied warranty from the Supplier that the goods do in fact comply with these standards:

9.1.1 The goods must be reasonably suitable for the purposes for which they are generally intended;

9.1.2 The goods must be of good quality, in working order and free of any defects;

9.1.3 The goods must be usable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and

9.1.4 Comply with any applicable standards set under the Standards Act 1993 or any other applicable public regulation.

9.2 If, within 6 (six) months after delivery of the goods, the User finds that the goods received from the Supplier does not meet the standards as set out above (hereinafter “Defective”), the User can arrange with the Supplier to return the said goods for inspection by the Supplier as stipulated in clause 10.

9.3 The Supplier will inform the User within 10 (ten) business days after receipt of the goods returned in terms of clause 10, whether the goods are in fact Defective or not:

9.3.1 Should the goods indeed be found to be Defective, the User is, at its election, entitled to have the goods repaired or replaced by the Supplier or to be refunded in full by the Supplier.

9.3.2 Should the goods not be found to be Defective, the User will be liable for the costs incurred in having such product returned to the Supplier and re-delivered to the User.

9.4 Goods will not be Defective in the following instances:

9.4.1 If the defect is as a result of normal wear and tear;

9.4.2 If the goods were altered by any person not authorised by the Supplier to do so. **Note: do not accept delivery of goods which are visibly damaged. If, within 48 (forty eight) hours after delivery, the User discovers any damage to the goods, it must be reported to the Supplier as soon as possible. If reported after 48 (forty eight) hours since delivery have passed, it will be reasonable for the Supplier to determine that the damage was caused post-delivery.**

9.4.3 If electronic hardware purchased by the User is not compatible with the User's operating system and / or existing hardware.

It is important that the User determine before purchasing the goods whether the same will be compatible with the User's existing hardware and operating system.

System requirements are available on the Website.

10. RETURNS PROCEDURE

10.1 Should a User wish to return goods for a reason specified in clause 6 or clause 9, it will in the first instance inform the Supplier via email or telephonically, of the reason for returning the goods:

10.1.1 Email to contact@estorm.co.za

10.2 The Supplier will process the return request and issue the User with a return number and will arrange for collection of the goods from the User.

10.3 The User will ensure that the goods to be collected comply with the following requirements:

10.3.1 The goods must be properly protected;

10.3.2 Save where the goods are being returned due to it being Defective, the goods must still be in its original packaging, together with all accessories, instructions and documentation (if any) and in perfect condition for the purpose of resale (that is the goods must not be damaged, scratched or soiled and in the case of electronic hardware, the adhesive screen covers must not have been removed);and

10.3.3 The return number issued to the User must be accurately reflected on the courier's collection slip.

10.4 Please note:

10.4.1 The Supplier will not accept goods and consider refunding a User that has not followed the procedure as set out in this clause 10.

10.4.2 Please also take care in handling the goods and packaging. The Supplier retains its rights to hold the User liable for any damage the User causes to the goods while the goods are in the User's possession.

10.5 Should the User be entitled to a refund from the Supplier for whatever reason, the refund shall:

10.5.1 be credited to the User's shopper profile as created on the Website, in which case the User has the right to request that

the funds be paid into its bank account, being the bank account as reflected on the Supplier's records. The Supplier will not make any payments of refunds into a third party bank account.

11. MANUFACTURERS GUARANTEES

- 11.1 Certain goods provided by the Supplier may also carry additional manufacturer's guarantees which are of wider scope than the implied warranty provided in terms of the CPA. The User will be able to rely on such manufacturer's guarantees should a defect only be discovered after 6 (six) months have lapsed since the goods were delivered to the User.
- 11.2 Information on the manufacturer's guarantees will be provided on the Website and will be included with the goods upon delivery.

12. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Supplier provides certain information on the Website. Content displayed on the Website is provided by Supplier, its affiliates or subsidiary, or any other third party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Supplier, its affiliates or subsidiary, or any third party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.
- 12.2 The Suppliers may make any changes to the Website, the Content, or to products or services offered through the Website at any times and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms, the User is not granted a licence or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

13. LIMITED LICENCE TO GENERAL USERS

- 13.1 The Supplier grants the User, a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 13.2 This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without the express prior written consent of Supplier.
- 13.3 The licence does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative (copied or derived) use of this Website or the Content for the benefit of another merchant. The User may not frame the Website or the Content without the express written consent of Supplier.
- 13.4 The Supplier and the Owners do not offer products or services to minors. No person under the age of 18 may act upon any offers on the Website.
- 13.5 The Supplier 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.
- 13.6 Any unauthorised use terminates this licence.

14. LIMITATION OF LIABILITY

- 14.1 Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an "as is" basis, and may include inaccuracies or typographical errors and Supplier, Owners, suppliers, employees, directors, partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or

representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.

14.2 Neither Supplier nor any holding company, affiliate or subsidiary either the Supplier or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law.

14.3 It is however noted that in terms of section 61 of the CPA, the Supplier will be liable for any harm caused wholly or partly as a consequence of:

14.3.1 Supplying unsafe goods;

14.3.2 A product failure, defect or hazard in any goods; or

14.3.3 Inadequate instructions or warnings provided to the User pertaining to any hazard arising from or associated with the use of the goods;

14.3.4 (any service supplied in conjunction with the supplying, applying of provision of access to the abovementioned goods, is also included under this provision)

irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor or retailer of the said goods.

14.4 The harm referred to in clause 14.3 includes the following as set out in section 61(5) of the CPA:

14.4.1 The death of, or injury to, any natural person;

14.4.2 An illness of any natural person;

14.4.3 Any loss of, or physical damage to, any property, irrespective of whether it is movable or immovable; and

14.4.4 Any economic loss that results from the harm contemplated in clauses 14.4.1 – 14.4.3.

15. PRIVACY, ACCESS TO AND USE OF INFORMATION

15.1 The Supplier receives various types of information (“Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act [2 of 2000](#), and as detailed in [section 1](#) of the ECTA (“Personal Information”).

15.2 The Supplier may electronically collect, store and use Personal Information, including names, contact details, surfing patterns, email, IP addresses. The Supplier voluntarily subscribes to section 51 of the ECTA and endeavours to treat Personal Information received by Supplier accordingly.

15.3 Whenever the User is of the opinion that Supplier fails to comply with section 51 of the ECTA, the User will contact the Supplier by sending an email to contact@estorm.co.za. The Supplier will review the User’s representations made by email and, if within the Supplier’s sole and absolute discretion advisable, take corrective action and in any event within 10 (ten) business days from receiving the email, respond to User informing about corrective actions taken, if any.

15.4 Interception of communications.

15.4.1 Despite such undertaking, it is possible for Internet-based communications to be intercepted.

15.4.2 Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

15.4.3 The Owners will not be responsible for any damages the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User makes to the Owners or Supplier through the Internet, or that the User

expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.

15.4.4 To ensure acquaintance with and awareness of the privacy measures and policies of the Supplier, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

16. PRIVACY - CASUAL SURFING

- 16.1 The User may visit the Website without providing any personal information.
- 16.2 The User accordingly grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.
- 16.3 This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc.
- 16.4 The Supplier uses this information to determine use of the Website, and to improve Content.
- 16.5 The Supplier assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

17. PRIVACY - UNSOLICITED INFORMATION

- 17.1 If the User posts unsolicited content or other information ("Information") to the Website and does not indicate otherwise, the User grants to the Owners a:
 - 17.1.1 non-exclusive;
 - 17.1.2 royalty-free;

17.1.3 perpetual (everlasting);

17.1.4 irrevocable (irreversible); and

17.1.5 fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

17.2 The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:

17.2.1 that the User owns or otherwise controls all of the rights to the Information that the User posts;

17.2.2 that the Information is accurate;

17.2.3 that by the supply of the Information to Supplier;

17.2.4 the User does not violate these Terms and does not infringe the rights of any person or entity; and

17.2.5 that the User indemnifies the Owners for all claims resulting from the receipt by the Supplier of the Information the User supplies to it.

17.3 The Supplier may monitor and edit or remove any Information, where posted to public pages. The Supplier takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

18. PRIVACY-SOLICITED INFORMATION THE USER GIVES TO SUPPLIER

18.1 Supplier requires certain Personal Information necessary to process transactions if the User requires any of Supplier's products or services.

18.2 The Supplier receives and stores all Information, including Personal Information which the User enters on the Website or gives to Supplier, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Supplier.

18.3 The Supplier provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the licence below, the User when entering into the specific transactions in question expressly grants in writing to the Owners and the Supplier a:

18.3.1 non-exclusive;

18.3.2 royalty-free;

18.3.3 perpetual;

18.3.4 irrevocable; and

18.3.5 fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media including (insert purposes, eg transact with user, registration of user etc).

18.4 The User's Information that is required by affiliates and subsidiaries to give effect to transactions that the User choose to enter into, is shared with those entities.

19. PRIVACY - PROMOTIONAL INFORMATION

The Supplier aspires to provide first-class service to its customers, which requires Supplier providing information to the User about new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Supplier Help Desk, or send an email to contact@estorm.co.za.

20. PRIVACY- BUSINESS TRANSFERS

The Supplier may enter into business arrangements and its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

21. PRIVACY- LAWFUL PURPOSES

When the Supplier is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Supplier may also impart Personal Information if permitted or required to do so by law.

22. PRIVACY-SURVEYS AND STATISTICAL PROFILES

22.1 The Supplier understands that efficiency and customer care translates to good service. Supplier may periodically conduct online customer care surveys to enable the updating of service standards.

22.2 When it conducts a survey, Supplier must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.

22.3 Despite terms to the contrary, Supplier may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

23. PRIVACY- STORAGE

Personal Information will be stored for as long as it is used and for a period of one year, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete (out of date or unusable).

24. PRIVACY- INTERCEPTION

Subject to the Regulation of Interception of Communications Act (“RIC”), Act [70 of 2002](#), the User agrees that the Supplier may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Supplier, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in “writing” as defined.

25. ACCESS TO INFORMATION MANUAL

This Manual can be obtained from contact@estorm.co.za.

26. CHOICE OF LAW

26.1 This Website is controlled, operated and administered by Supplier from its offices as set out below within the Republic of South Africa.

26.2 These Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the North Gauteng High Court in the event of any dispute.

26.3 If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.

26.4 These Terms constitutes the entire agreement between the Supplier and the User with regard to the use of the Content and this Website.

27. CONTACT DETAILS

In the event that you need to contact Supplier for purposes related to these Terms and Conditions, please use the following:

Telephone:

072 462 3712

Fax:

012 548 1158

Email:

contact@estorm.co.za

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