

XTRINIX PTY LTD WEBSITE TERMS OF USE AND SUPPLY

1. INFORMATION ABOUT US

- 1.1. **XTRINIX (PTY) LTD** is a close corporation registered in terms of the laws of the Republic of South Africa, with registration number 2007/146412/23 and with its registered address at 78 12th Avenue, Mayfair, 2092, (“us” or “we”).
- 1.2. **XTRINIX (PTY) LTD** is a supplier of reliable used printers and copiers, as well as copier spares and parts and related goods, (“the Products”) and related services, (“the Services”).

PART A: TERMS OF WEBSITE USE

2. INTRODUCTION

- 2.1 This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website, <https://www.XTRINIX.com/>, (“our site”), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site, if applicable.
- 2.2 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.
- 2.3 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 2.4 If you do not agree to these terms of use, you are prohibited from using our site and must discontinue use immediately.

3. OTHER APPLICABLE TERMS

- 3.1 These terms of use refer to the following additional terms, which also apply to your use of our site and Goods and Services:
 - 3.1.1 our **Privacy Policy** contained in Part C and in our **Information Manual** which is on our site at <https://WWW.XTRINIX.COM/>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate;
 - 3.1.2 our **Acceptable Use Policy** at Part B of this document, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this **Acceptable Use Policy**;
 - 3.1.3 our **Cookie Policy** contained in our **Information Manual** which is on our site at <https://WWW.XTRINIX.COM/>, which sets out information about the cookies on our site;
 - 3.1.4 our **Returns Policy** at Part E;
 - 3.1.5 our **Warranty Policy** at part F.
- 3.2 Additional terms and conditions will apply in respect of the supply of Goods and Services as any additional terms contained on an invoice/ delivery note/ quotation/ application to trade or offers.

4. CHANGES TO THESE TERMS

- 4.1 We may revise these terms of use at any time by amending them.
- 4.2 Please check this document from time to time to take notice of any changes we made, as they are binding on you.
- 4.3 We will alert you about any changes by updating the “Last updated” date of these terms and you waive any right to receive specific notice of each such change.

5. CHANGES TO OUR SITE

- 5.1 We may update our site from time to time without notice to you, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 5.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.
- 5.3 We will not be liable to you or a third party for any modification, price change, suspension, or discontinuance of the site or any errors on the site.

6. ACCESSING OUR SITE

- 6.1 Our site is made available free of charge.
- 6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. In addition we may experience hardware, software, or other problems or need to perform maintenance related to the site, resulting in interruptions, delays, or errors.
- 6.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 6.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 6.5 You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the site. Nothing in these terms will be construed to obligate us to maintain and support the site or to supply any corrections, updates, or releases in connection therewith.

7. USER DATA

- 7.1 We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the site, as well as data relating to your use of the site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

8. YOUR ACCOUNT AND PASSWORD

- 8.1 In respect of your unique account, if you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 8.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 8.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@xtrinix.com.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it which includes source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service, marks, and logos contained therein (the “Marks”). The Content and Marks are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.
- 9.2 You may print one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 9.3 You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 9.5 No part of our Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission or unless permitted herein.
- 9.6 If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. NO RELIANCE ON INFORMATION

- 10.1 The content on our site is provided for general information only. Content about our Products or Services will be confirmed by one of our agents during the ordering process.
- 10.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

11. LIMITATION OF OUR LIABILITY

- 11.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by South African law.
- 11.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 11.3 We will not be liable to any user for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 11.3.1 use of, or inability to use, our site; or
 - 11.3.2 use of or reliance on any content displayed on our site.
- 11.4 If you are a business user, please note that in particular, we will not be liable for:
 - 11.4.1 loss of profits, sales, business, or revenue;
 - 11.4.2 business interruption;
 - 11.4.3 loss of anticipated savings;
 - 11.4.4 loss of business opportunity, goodwill or reputation; or
 - 11.4.5 any indirect or consequential loss or damage.
- 11.5 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

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- 11.7 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 11.8 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any Goods and/or Services by us to you, which will be set out in our terms and conditions of supply which will be presented to you when engaging in an order for Goods or Services.
- 11.9 Subject to the other provisions herein, under no circumstances shall we, our owners, directors, officers or other representatives be held liable for direct, indirect, special, incidental or consequential damages including but not limited to harm to any property, arising out of the use, or the inability to use our site and in any case, due to circumstances beyond our reasonable control or for any reason other than our gross negligence.
- 12. UPLOADING CONTENT TO OUR SITE**
- 12.1 The site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
- 12.2 If you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy at Part B of this document.
- 12.3 You warrant that any such Contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 12.4 In addition, when you create or make available any Contributions, you thereby represent and warrant that:
- 12.4.1 the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights, of any third party;
- 12.4.2 you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the site, and other users of the site to use your Contributions in any manner contemplated by these terms;
- 12.4.3 you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the site and these terms;
- 12.4.4 your Contributions are not false, inaccurate, or misleading;
- 12.4.5 your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- 12.4.6 your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
- 12.4.7 your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
- 12.4.8 your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
- 12.4.9 your Contributions do not violate the privacy or publicity rights of any third party;
- 12.4.10 your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- 12.4.11 your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap;
- 12.4.12 your Contributions do not otherwise violate, or link to material that violates, any provision of these terms, or any applicable law regulation.
- 12.4.13 Any content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 12.4.14 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.
- 12.4.15 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy in Part B of this document.
- 12.4.16 Any views expressed by other users on our site do not represent our views or values.
- 12.4.17 Any use of the site in violation of the foregoing violates the terms in this document and may result in, among other things, termination or suspension of your rights to use the site.
- 13. CONTRIBUTION LICENCE**
- 13.1.1 You agree that we may access, store, process, and use and share any information and personal data that you provide as part of your Contribution, without compensation.
- 13.1.2 We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.
- 13.1.3 You are solely responsible for your Contributions to the site and you expressly agree to exonerate us from any and all responsibility and refrain from any legal action against us regarding your Contributions.
- 14. GUIDELINES FOR REVIEWS**
- 14.1 We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (i) you should have firsthand experience with the person /entity being reviewed; (ii) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (iii) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (iv) your reviews should not contain references to illegal activity; (v) you should not be affiliated with competitors if posting negative reviews; (vi) you should not make any conclusions as to the legality of conduct; (vii) you may not post any false or misleading statements; (viii) you may not organize a campaign encouraging others to post reviews, whether positive or negative.
- 14.2 We may not accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free fully-paid, assignable, and sub-licensable right and license to reproduce, modify, translate, transmit, by any means, display, perform, and/or distribute all content relating to reviews.
- 15. SUBMISSIONS**
- 15.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.
- 16. SITE MANAGEMENT**
- 16.1 We reserve the right, but not the obligation, to: (i) monitor the site for violations of these terms; (ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms, including without limitation, reporting such a user to law enforcement authorities; (iii) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (iv) in our sole discretion and without limitation, notice, or liability, to remove from the site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; (v) otherwise manage the site in a manner designed to protect our rights and property and to facilitate the proper functioning of the site.
- 17. VIRUSES**
- 17.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 17.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 17.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 18. LINKING TO OUR SITE**

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- 18.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 18.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 18.3 You must not establish a link to our site in any website that is not owned by you.
- 18.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 18.5 We reserve the right to withdraw linking permission without notice.
- 18.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy at Part B of this document.
- 18.7 If you wish to make any use of content on our site other than that set out above, please contact info@xtrinix.com.
- 19. THIRD PARTY LINKS AND RESOURCES IN OUR SITE**
- 19.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 19.2 We have no control over the contents of those sites or resources.
- 20. TERM AND TERMINATION**
- 20.1.1 these terms shall remain in full force and effect while you use the site.
- 20.1.2 without limiting any other provision of these terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms or of any applicable law or regulation. We may terminate your use or participation in the site or delete any content or information that posted at any time, without warning, in our sole discretion.
- 20.1.3 If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
- PART B: ACCEPTABLE USE POLICY**
- 21. INTRODUCTION**
- 21.1 This acceptable use policy sets out the terms between you and us under which you may access our website <https://WWW.XTRINIX.COM/>, (our site). This acceptable use policy applies to all users of, and visitors to, our site.
- 21.2 Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use at Part A of this document.
- 21.3 <https://WWW.XTRINIX.COM/> is a site operated by XTRINIX (PTY) LTD our further particulars contained in the "INFORMATION ABOUT US" section of this document.
- 21.4 The site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian.
- 22. USER REPRESENTATION**
- 22.1 By using the site, you represent and warrant that: (i) you have the legal capacity and you agree to comply with the terms in this document; (ii) you are not under the age of 13; (iii) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use our site; (iv) you will not access the site through automated or non-human means, whether through a bot, script, or otherwise; (v) you will not use the site for any illegal or unauthorized purpose; and (6) your use of the site will not violate any of the terms in this document or applicable law or regulation.
- 22.2 If you provide any information that is untrue, inaccurate, not current, or incomplete we have the right to suspend or terminate your account and refuse any and all current or future use of the site (or any portion thereof).
- 23. PROHIBITED USES**
- 23.1 You may use our site only for lawful purposes.
- 23.2 You may not access or use the site for any purpose other than that for which we make the site available. The site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 23.3 You may not use our site:
- 23.3.1 in any way that breaches any applicable local, national or international law or regulation;
- 23.3.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 23.3.3 engage in unauthorized framing of or linking to the site;
- 23.3.4 to trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 23.3.5 for the purpose of harming or attempting to harm minors in any way;
- 23.3.6 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards at clause 25 below;
- 23.3.7 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 23.3.8 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 23.3.9 except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the site, or using or launching any unauthorized script or other software;
- 23.3.10 to circumvent, disable, or otherwise interfere with security-related features of the site, including features that prevent or restrict the use of the site and/or the content contained therein;
- 23.3.11 attempt to bypass any measures of the site designed to prevent or restrict access to the site, or any portion of the site;
- 23.3.12 make any unauthorized use of the site, including collecting user names and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
- 23.3.13 disparage, tarnish, or otherwise harm, in our opinion, us and/or the site;
- 23.3.14 delete the copyright or other proprietary rights notice from any Content;
- 23.3.15 attempt to impersonate another user or person or use the username of another user;
- 23.3.16 interfere with, disrupt, or create an undue burden on the site or the networks or services connected to the site;
- 23.3.17 copy or adapt the site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 23.3.18 except as permitted by applicable law, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the site;
- 23.3.19 use a buying agent or purchasing agent to make purchases on the site;
- 23.3.20 use the site as part of any effort to compete with us or otherwise use the site and/or the Content for any revenue-generating endeavour or commercial enterprise;
- 23.3.21 use the Site to advertise or offer to sell goods and services.
- 23.4 You also agree:
- 23.4.1 not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use in Part A of this document;
- 23.4.2 not to access without authority, interfere with, damage or disrupt:
- 23.4.2.1 any part of our site;
- 23.4.2.2 any equipment or network on which our site is stored;
- 23.4.2.3 any software used in the provision of our site; or
- 23.4.2.4 any equipment or network or software owned or used by any third party.
- 24. INTERACTIVE SERVICES**
- 24.1 We may from time to time provide interactive services on our site, including, without limitation:
- 24.1.1 chat rooms;
- 24.1.2 bulletin boards.
- 24.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 24.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 24.4 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
- 24.5 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

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25. CONTENT STANDARDS

- 25.1 These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.
- 25.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- 25.3 Contributions must:
- 25.3.1 be accurate (where they state facts).
 - 25.3.2 be genuinely held (where they state opinions).
 - 25.3.3 comply with applicable law in the Republic of South Africa and in any country from which they are posted.
- 25.4 Contributions must not:
- 25.4.1 contain any material which is defamatory of any person.
 - 25.4.2 contain any material which is obscene, offensive, hateful or inflammatory.
 - 25.4.3 promote sexually explicit material.
 - 25.4.4 promote violence.
 - 25.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 25.4.6 infringe any copyright, database right or trade mark of any other person.
 - 25.4.7 be likely to deceive any person.
 - 25.4.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - 25.4.9 promote any illegal activity.
 - 25.4.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - 25.4.11 be likely to harass, upset, embarrass, alarm or annoy any other person.
 - 25.4.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - 25.4.13 give the impression that they emanate from us, if this is not the case.
 - 25.4.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

26. SUSPENSION AND TERMINATION

- 26.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 26.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use listed in Part A of this document, upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
- 26.2.1 immediate, temporary or permanent withdrawal of your right to use our site.
 - 26.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
 - 26.2.3 issue of a warning to you.
 - 26.2.4 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - 26.2.5 further legal action against you.
 - 26.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 26.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

27. CHANGES TO THE ACCEPTABLE USE POLICY

- 27.1 We may revise this acceptable use policy at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.
- 27.2 We will alert you about any changes by updating the "Last updated" date of these terms and you waive any right to receive specific notice of each such change.

PART C: PRIVACY POLICY

28. PRIVACY POLICY

- 28.1 Our privacy policy is set out in our Information Manual which has been published on our website at <https://WWW.XTRINIX.COM/>.
- 28.2 We care about data privacy and security. By using the site, you agree to be bound by our Privacy Policy contained in our Information Manual, which is incorporated into these terms.
- 28.3 Please be advised the site is hosted in South Africa. If you access the site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in South Africa, then through your continued use of the site, you are transferring your data to South Africa, and you agree to have your data transferred to and processed in South Africa.

29. USE OF YOUR CREDIT INFORMATION

- 29.1 In addition to the provisions of our Privacy Policy, you specifically authorise us to:
- 29.1.1 perform a credit search on your record with one or more of the registered Credit Bureaus when making a decision on whether or not to trade with You;
 - 29.1.2 monitor Your payment behaviour by researching Your record at one or more of the Credit Bureaus;
 - 29.1.3 use new information and data obtained from Credit Bureaus in respect of your future applications to trade or purchase Goods or Services;
 - 29.1.4 record and transmit details of how you have performed, and how the agreement to trade is conducted by you in meeting your obligations in respect of the terms of supply.
- 29.2 You acknowledge and agree that any information regarding this, or any other, agreement to trade with us and the manner in which you conduct yourself in terms thereof, may be disclosed to one or more Credit Bureau.

PART D: GENERAL

30. CONSUMER PROTECTION ACT

- 30.1 These terms may: (i) require you to indemnify us, (ii) limit our risk or liability in respect of the use of our site, and (iii) create risks and liabilities for you. Accordingly, if you are a consumer, for the purposes of the Consumer Protection Act, No. 68 of 2008, ("CPA"), you must be aware of these terms in this document. We hereby specifically draw the importance of these terms to your attention.
- 30.2 It is your responsibility, before using our site, Services or purchasing our Products, to request clarification of any of any applicable terms and conditions from us if you do not understand their meaning.
- 30.3 The terms contained in this document do not intend, in any way, to limit the provisions of the CPA which are unalterable.

31. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

32. INDEMNITY

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses, made by any third party due to or arising out of: (i) use of our site; (ii) breach of the terms in this document; (iii) any breach of your representations and warranties set forth in the terms in this document; (iv) your violation of the rights of a third party, including but not limited to intellectual property rights; or (v) any overt harmful act toward any other user of our site with whom you connected via the site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

33. COMPLAINTS

To report service which did not meet your expectations or to lodge any complaints, kindly contact us at info@xtrinix.com.

34. INFORMATION REQUIRED IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO 25 OF 2002 ("ECT ACT")

- 34.1 For the purposes of the ECT Act, our information is as follows:
- 34.1.1 Full name: **XTRINIXCC**;
 - 34.1.2 Registration number: 2007/146412/23;
 - 34.1.3 Main business: supplier of reliable used printers and copiers, as well as copier spares and parts and related goods and services.
 - 34.1.4 Office bearer: **Ibrahim Bhoola**
 - 34.1.5 Phone number: +2710 442 1448;
 - 34.1.6 Official email address: info@xtrinix.com

35. PROPER LAW AND JURISDICTION

XTRINIX PTY LTD WEBSITE TERMS OF USE AND SUPPLY

These Terms are subject to the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrate's Court, with territorial jurisdiction, in respect of any action arising here from and notwithstanding the amount of that claim. Nothing prevents either party to bring action in another appropriate court or forum.

36. FORCE MAJEURE

We shall be entitled to suspend the use of our site or cancel orders for Goods or Services (without liability) in the event that our performance is hindered or prevented by strikes or other trade disputes, riots, war (declared or undeclared), acts of civil insurrection, fire, flood, pandemic, (such as COVID-19), government lockdowns, accident or other cause beyond our control, including any act or omission by you.

37. ARBITRATION

Where a dispute arises between the parties for which no remedy is otherwise contained, such dispute may, by agreement between the parties, be resolved by way of arbitration to be held at our offices, by an Arbitrator appointed by mutual agreement or, failing which, appointed by the Chairperson of the Legal Practice Council and whose decision shall be final and binding on the parties. The arbitration will be conducted in terms of the prevailing legislation in the Republic of South Africa.

38. SEVERABILITY

Any provision in these Terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of these Terms, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction.

39. MISCELLANEOUS

These terms and any policies or operating rules posted by us on the site or in respect to the site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these terms shall not operate as a waiver of such right or provision. These terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these terms or use of the site. You agree that these terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these terms and the lack of signing by the parties hereto to execute these terms.

40. DISCLAIMER

The site is provided on an as-is and as-available basis. You agree that your use of the site and our Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content and materials, (ii) property damage, of any nature whatsoever, resulting from your access to and use of the site, (iii) any unauthorized access to or use of our secure services and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the site, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (vi) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

PART E: RETURNS POLICY

41. INTRODUCTION

41.1 We hope you are happy with your purchases. If you are not completely satisfied with your purchase for any reason, you may return it to us for a full refund, store

credit or an exchange in line with section 20 of the Consumer Protection Act No. 68 of 2008. Please see the terms and conditions of our returns policy below.

42. RETURNS

42.1 All returns must be postmarked within thirty (30) days of the purchase date.
42.2 All returned items must be in new unused condition, with all original tags, labels and packaging attached.

43. RETURN PROCESS

43.1 For all faulty toner cartridges, a status report page must be printed and put in your cartridge box.
43.2 To return any item, please email customer service at info@xtrinix.com to obtain a Return Merchandise Authorization (RMA) number.
43.3 After receiving a RMA number, place the item securely in its original packaging and the Item's Proof Of Purchase invoice, mail your return to the following address:

TONERS FOR AFRICA

Attn: Returns
RMA#
119 Industrial Road
Amalgam, Gauteng 2092
South Africa

44. REFUNDS

44.1 After receiving your returned item or items, an inspection will be conducted of the condition of your item.
44.2 Once processed and validation of faulty Goods are confirmed, we will then process your return or exchange. Please allow at least fifteen (15) days from the receipt of your item to process your return or exchange.
44.3 Refunds may take 1-2 billing cycles to appear on your credit statement, depending on your credit card company.
44.4 We will notify you by email once your return has been accepted and processed.

45. EXCEPTIONS

45.1 The following items cannot be returned or exchanged:
45.1.1 no items may be returned if they have been used (empty cartridge).
45.1.2 no items may be returned if they have been damaged.
45.1.3 no items may be returned that are not in original packaging.
45.1.4 no items may be returned without Proof of Purchase (POP).
45.1.5 no items may be returned if for reasons of public health or otherwise, a public regulation prohibits the return of those Goods or after having been supplied to, or at the direction of, the consumer, the Goods have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other Goods or property.
45.2 Notwithstanding the above, should we, in our discretion, accept a return which would otherwise be excluded in these terms, we reserve the right to charge a reasonable restoration fee to restore the Goods for resale or as otherwise permitted by the Consumer Protection Act No. 68 of 2008.
45.3 If you have any questions concerning our return policy, please contact us at:
45.3.1 Phone number: +2710 442 1448;
45.3.2 email address: info@xtrinix.com

PART F: WARRANTY POLICY

46. INTRODUCTION

46.1 Thank you for your interest in our Products and Services.
46.2 This limited warranty applies to physical goods, and only for physical goods, purchased from us.

47. WHAT DOES THIS LIMITED WARRANTY COVER?

47.1 This limited warranty covers any defects in material or workmanship under normal use during the warranty period set out below.
47.2 During the warranty period, we will repair or replace, at no charge, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

48. TERMS AND CONDITIONS APPLY AS FOLLOWS:

48.1 **Projector warranty:** 1 year warranty from date of purchase. (Please take note that we will not be liable for power surge damages, due to overcharging of the battery, electrical surges or any other power related damage).
48.2 **Projector lamp:** 1 year warranty from date of purchase.

XTRINIX PTY LTD WEBSITE TERMS OF USE AND SUPPLY

- 48.3 **Cartridges warranty:** 3 month warranty from date of purchase, provided the cartridge is in its original packaging, unopened, used or broken.(T&C's apply to faulty goods please see return policy).
- 48.4 **Inks warranty:** 1 month warranty from date of purchase, provided the cartridge is in its original packaging, unopened, used or broken.(T&C's apply to faulty goods please see return policy). (Please take note all Inks must be kept away from direct sunlight).
- 48.5 **Pre-owned laptops:** 2 month warranty on hardware, (provided that there is no clear damage occurred by you). (Optional extended warranty available).
- 48.6 **Pre-owned Printers:** 2 month warranty on hardware, (provided that there is no clear damage occurred by you). (Optional extended warranty available).
- 48.7 **Laptop-New:** subject to manufactures warranty policy. (Optional SLA available).
- 48.8 **Printer-New:** subject to manufactures warranty policy. (Optional SLA available).
- 48.9 **Other products not listed above:** warranty available on request.
- 49. WHAT WILL WE DO TO CORRECT PROBLEMS?**
- 49.1 We will either repair the product at no charge, using new or refurbished replacement parts, while getting the batch number tested at supplier factory.
- 50. WHAT DOES THIS LIMITED WARRANTY NOT COVER?**
- 50.1 This limited warranty does not cover any problem that is caused by:
- 50.1.1 conditions of water;
- 50.1.2 or any damage not resulting from defects in material or workmanship.
- 51. WHAT DO YOU HAVE TO DO?**
- 51.1 To obtain warranty service, you must first contact us to determine the problem and the most appropriate solution for you.