

TERMS AND CONDITIONS

Effective Date: [13-12-2022]

These Terms and Conditions (the "**Terms**") are binding and enforceable against every person ("**user**", "**you**" or "**your**") that accesses or uses this website www.soly.co.za (the "**Website**") from [Soly South Africa (Pty) Ltd, trading as Soly] ("**Soly**", "**we**", "**us**", "**our**").

By navigating and interacting with this Website, or otherwise accepting these Terms electronically, you acknowledge that you have read and agree to be bound by these Terms. If you are using this Website for or on behalf of a company or any other legal entity, you warrant that you have the authority to bind such company or legal entity and its affiliates to these Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE NAVIGATING THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT CONTINUE NAVIGATING OR USING THIS WEBSITE.

1. GENERAL TERMS

- 1.1. This Website is owned and operated by Soly. Use of this Website is intended for information purposes only.
- 1.2. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.

2. COPYRIGHT AND OWNERSHIP

- 2.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs, and service marks which are displayed on or incorporated in this Website ("**Content**") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of Soly, and/or licensed to Soly.
- 2.2. Reproduction of reasonable portions of the Content of the Website is permitted provided that (i) such reproductions are made available free of charge and for non-commercial purposes, (ii) such reproductions are properly attributed to Soly, (iii) the portion of the Website being reproduced is not altered or made available in a manner that modifies the Content of the Website or presents the portion of the Website or Content being reproduced in a false light and (iv) notice is made to the disclaimers included on this Website.
- 2.3. The permission to re-copy Content, as provided for in Section 2.2 above, does not allow for incorporation of any substantial portion of the Website or Content in any work or publication, whether in hard copy, electronic or any other form or for commercial purposes without the express prior written consent of Soly.

- 2.4. Where any of the Content has been licensed to Soly or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.
- 2.5. You will not acquire any right, title, or interest in or to the Website or the Content.

3. PRIVACY

- 3.1. Please refer to our Privacy Notice for more information about our collection, use, and storage of personally identifiable information.
- 3.2. Our Privacy Notice is incorporated by reference into these Terms.

4. PROHIBITED ACTIVITIES

- 4.1. You agree that you will not in any way use any device, software, or other instruments to interfere or attempt to interfere with the proper working of the Website.
- 4.2. You shall not in any way use any robot, spider, or other automatic devices to monitor, reverse engineer, or modify the Website or the information contained herein, including any Content (as defined below), without the prior written consent of Soly.

5. DISCLAIMER

- 5.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from the use of the Website or reliance on any information on the Website.
- 5.2. Whilst Soly takes reasonable measures to ensure that the content of the Website is accurate and complete, we make no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the Website or as to the accuracy, completeness, or reliability of any information on the Website.
- 5.3. Soly disclaims liability for any damage, loss, or expenses, whether direct, indirect, or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any Content therein unless otherwise provided by law.
- 5.4. In addition to the disclaimers contained elsewhere in these Terms, Soly also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. To the extent allowed by law, you

accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software.

6. LINKS TO THIRD-PARTY WEBSITES

- 6.1. This Website may contain links or references to other websites ("**Third-Party Websites**") which are outside of our control. These Terms do not apply to those Third-Party Websites, and we are not responsible for the practices and/or privacy notices of any Third-Party Websites or the "cookies" or tracking technologies that they may use.
- 6.2. Notwithstanding the fact that the Website may refer to or provide links to Third-Party Websites, your use of such Third-Party Websites is entirely at your own risk.

7. LIMITATION OF LIABILITY

- 7.1. SOLY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGES, HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS WEBSITE, ACTIVITY ON THE WEBSITE AND OR ANY LINKED THIRD-PARTY WEBSITES.
- 7.2. YOU HEREBY INDEMNIFY SOLY AND HOLD IT HARMLESS AGAINST ANY LOSS OR DAMAGE YOU OR ANY THIRD PARTY MAY SUFFER BECAUSE OF YOUR USE OF THIS WEBSITE, ANY THIRD-PARTY WEBSITE AND/OR THE PRODUCTS.

8. GOVERNING LAW AND JURISDICTION

- 8.1. These Terms and our relationship and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 8.2. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other arising from any of these Terms.
- 8.3. In the event of any dispute arising between you and Soly, you hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division), provided that if any South African Magistrate's Court has competent jurisdiction to adjudicate over any dispute arising from or in connection with these Terms, such Magistrate's Court will also have jurisdiction to adjudicate such dispute, notwithstanding that the quantum in the action or proceedings may otherwise exceed the monetary jurisdiction of such Magistrate Court.

9. CONTACT US

- 9.1. If you have any questions regarding the contents of these Terms, please contact Soly at +27 (0) 21 012 5555 or email us at info@enie.co.za.

10. CHANGES TO THESE TERMS

- 10.1. Soly may, in its sole discretion, change any of these Terms at any time. It is your responsibility to regularly check these Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
- 10.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms have been displayed on the Website, you will be deemed to have accepted such changes.

11. GENERAL

- 11.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms to any third party.
- 11.2. Any failure on the part of you or Soly to enforce any right in terms hereof shall not constitute a waiver of that right.
- 11.3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 11.4. No variation, addition, deletion, or agreed cancellation of the Terms will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.