

## **Terms and Conditions**

### **Introduction:**

Use of this website and the services provided via it (“striide.co.za”) are conditional upon you accepting the following terms and conditions. Unless otherwise specified, your acceptance of this User Agreement shall be indicated by your use of and/or registration with Striide.co.za. is provided by Striide at 6 Benmore Road Sandton Gauteng, 2196, Johannesburg, South Africa, and its suppliers (“we”/”our”/”us”).

These terms and conditions and our Privacy Policy, (together the “Striide Contract”) form our entire agreement with you in respect of non-chargeable use of ybuy.co.za and supersede any prior agreement or arrangement with you in respect of Striide.co.za. If a company name/personal name is inserted in your registration request, then the Striide Contract shall be between us and that company and or individual and accordingly unless the context otherwise requires, references to “you” and “your” in this Striide Contract shall also be to that company/individual. The purchase of [goods/services] from us is also subject to our Terms and Conditions of Purchase. If there are any updates to this Striide Contract or to the Terms and Conditions of Purchase, we will bring this to your attention on the home page of Striide.co.za, or via an update to this page.

### **Availability of this Website:**

We will endeavour to ensure that Striide.co.za is available 24 hours per day without any interruptions. However, we reserve the right to make ybuy.co.za unavailable at any time or to restrict access to parts or all of Striide.co.za without notice. Striide.co.za is a general information service. We will endeavour not to make it misleading, but we cannot represent that the information accessible on or via ybuy.co.za is accurate, not-misleading, complete, or up to date.

### **Use of this Website:**

Use of this website is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, license, or sell ybuy.co.za or any materials or information in ybuy.co.za or the structure, overall style and program code of ybuy.co.za without our consent. If you wish to make a request for consent, please contact [info@striide.co.za](mailto:info@striide.co.za).

### **Your Contributions:**

You agree to only use ybuy.co.za for lawful purposes and that any information that you provide in connection with, or which forms part of, Striide.co.za will be, as far as you are aware, true and accurate and will not infringe any copyright or trade mark, or any right of privacy, publicity or personality or any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term. We cannot make any assurances

about the information or contribution made by any other user and you should exercise caution before acting or otherwise relying upon any information you obtain via the Striide.co.za.

### **Data Protection:**

It is your responsibility to ensure that that you give us an accurate and valid e-mail address and other contact details and tell us of any changes to them, however, we cannot make any assurances about any other user you may meet using the Striide.co.za. Please see our Privacy Policy.

### **Intellectual Property:**

Striide.co.za, its style and structure, and the materials and information on Striide.co.za of Striide.co.za are protected by copyright and other intellectual property rights and may not be used by you except as expressly provided in the Striide Contract. The authors of the documents in Striide.co.za assert their moral rights.

### **Our Liability:**

Since a substantial part of Striide.co.za is both free and available to all, it is a condition that your use of Striide.co.za is at your own risk. We shall not be liable to you or in breach of this Striide Contract for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control including, without limitation, the blocking or restricting of information to and/or from our network.

Except as expressly provided in this Striide Contract, we disclaim any further representations, warranties, conditions, or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this Striide Contract or the Striide.co.za for: (i) consequential, indirect or special loss or damage; or (ii) any loss of goodwill or reputation; or (iii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred.

Our maximum liability to you in contract, tort (including, without limitation, negligence) or otherwise arising in connection with this Striide Contract or the Striide.co.za shall be limited. Notwithstanding any other provision of this Striide Contract, we will be liable to you without limit for any death or personal injury caused by our negligence and to the extent that liability arises and for liability arising from statements made fraudulently by us.

### **Small Print:**

Either of us may terminate this User Agreement at any time. A Master Rental Agreement or terms therein may survive termination of this Agreement. You may not transfer any of your rights or delegate any of your obligations under this User Agreement without our prior written consent. If we fail to enforce any provision of this User Agreement, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. Nothing in this User Agreement shall confer on any third party any benefit or the right to enforce any term of the User Agreement. This User Agreement is governed by South

African law and any dispute connected with this agreement is subject to the exclusive jurisdiction of the South African courts. Nothing in this User Agreement affects your statutory rights as a consumer.

### **Pricing:**

All pricing displayed on this website is excluding VAT, unless otherwise indicated. Pricing is subject to change without notice, until an order has been accepted by us, in writing. Pricing is subject to availability of stock at time of order, and hardware may be subject to R/\$ exchange fluctuations.

### **Availability:**

All orders are subject to availability of stock at time of order.

### **Credit Approval:**

All orders are subject to credit approval and signing of a Master Striide Contract.

### **Complaints:**

If you believe that your intellectual property or other rights are being infringed by the ybuy.co.za, or if you are dissatisfied with ybuy.co.za or any aspect of our service, in the first instance please contact [info@striide.co.za](mailto:info@striide.co.za).