



## **TERMS & CONDITIONS OF USE**

### **1. DEFINITIONS**

- 1.1. "Tums and Tots" shall mean Tums and Tots cc

### **2. USAGE**

- 2.1. By using the Tums and Tots web site in any way, for any reason whatsoever, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Web site if you do not agree to be bound by the Terms and Conditions.
- 2.2. This web site is intended to provide the user with information regarding Tums and Tots\_its garments and products
- 2.3. Without derogating from the foregoing, Tums and Tots hereby authorises the user to view, download to a local drive, copy, print and distribute the content of this web site, or any part thereof, provided that:
  - 2.3.1. such content is used for personal benefit and/or non-commercial purposes only; and
  - 2.3.2. any reproduction of this the content of this web site, or portion thereof, must include the following copyright notice: © Tums and Tots 2003 All Rights Reserved.
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### **4. AGREEMENT**

- 4.1. The material contained on this Web site is for information only and does not constitute advice or a recommendation of any nature.
- 4.2. To the extent that information displayed on this Web site relates to any products, services, events or competitions or any costs, prices, fees or prizes related to such products, services, events or competitions, you acknowledge that this information may not be accurate or complete.
- 4.3. Any views or statements made or expressed on this Web site are not necessarily the views of Tums and Tots, its subsidiaries, affiliates, employees, servants or agents.
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- 4.5. Use of this web site does not constitute an agreement between Tums and Tots and the user or between the user and any representative, agent, employee or distributor of Tums and Tots.

### **5. LINKING AND FRAMING**

- 5.1. Any third party site may link to this web site provided that such a link is coded to the home page of this web site.
- 5.2. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of Tums and Tots.
- 5.3. It is expressly prohibited for any person, business, entity, or web site to frame any page on this web site, including the home page, in any way whatsoever, without the prior written approval of Tums and Tots.



5.4. You are not permitted to "deep link" to this web site.



## **6. LINKS TO THIRD PARTY SITES**

- 6.1. Tums and Tots may provide links to the user only as a convenience and the inclusion of any link does not imply Tums and Tots' endorsement of such sites and as such are not responsible or liable for the information, material or contents, maintenance of, or activities conducted on, any web site to which this web site provides a link.
- 6.2. Despite the fact that this web site may refer to or provide links to other web sites, your use of such other web sites is entirely at your own risk. Such other web sites or pages are not subject to the control of Tums and Tots and Tums and Tots shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked web sites or any links contained in a linked web site. Neither shall Tums and Tots, their affiliates, subsidiaries, employees, and agents be responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other web sites or your reliance on any information contained in such other web sites.

## **7. SEARCHING TECHNOLOGY**

The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this web site is not permitted if such technology will result in slowing down this web site' server or if such technology constitutes a copyright infringement of any data and information available from this web site. Data and information may only be used in compliance with sections 2 hereof.

## **8. CHANGES AND AMENDMENTS**

- 8.1. Tums and Tots reserves the right, in its sole discretion, to alter and/or amend any criteria or information contained in this web site without prior notice.
- 8.2. Users undertake to check the Tums and Tots web site frequently to acquaint themselves with the changes and/or amendments in the information supplied on the web site.
- 8.3. If you use this Web site after such updated or amended Terms and Conditions have been displayed on this Web site, you will be deemed to have accepted such updates or amendments.

## **9. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

- 9.1. No information or data on this web site is an offer, but merely an invitation to purchase products.
- 9.2. Data messages, such as e-mail, are only deemed to have been received by Tums and Tots once replied to and such a reply does not include an auto-reply.

## **10. REQUIREMENTS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002**

- 10.1. The full name and legal status of the web site owner is:
  - 10.1.1. Tums and Tots cc
  - 10.1.2. Reg. No ck 96\15316\23
  - 10.1.3. VAT number:" 4280157233
- 10.2. The full web site address is <http://www.tumstots.co.za>
- 10.3. Office bearers of Tums and Tots:
  - 10.3.1. Julie Keppie
- 10.4. Physical address for receipt of legal service:

10 Caversham Road  
Pinetown  
3610  
Kwa Zulu Natal  
South Africa
- 10.5. Main business:
  - 10.5.1. Manufacture and retail of maternity related garments and products



## **11. SEVERABILITY**

- 11.1. These Terms and Conditions of Use constitute the entire agreement between Tums and Tots and you, the user of this web site. Any failure by Tums and Tots to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 11.2. In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## **12. APPLICABLE AND GOVERNING LAW**

- 12.1. This web site is hosted, owned, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this web site and these terms and conditions.
- 12.2. You consent to the jurisdiction of the South African courts for any dispute that may arise out of these Terms and Conditions.

## **13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI**

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

- 13.1. Physical address:  
10 Caversham Road  
Pinetown  
3610  
Kwa Zulu Natal  
South Africa
- 13.2. Postal Address:  
PO Box 38467  
Point  
4069