

TERMS AND CONDITIONS

LAST UPDATE: 2 APRIL 2020

1 INTRODUCTION AND ACCEPTANCE

- 1.1 VATIT South Africa (Pty) Ltd (Registration No. 2003/003208/07); (“We”, “Us”, “Our”, “VATIT SA”) is a company registered in accordance with the laws of South Africa and provides the information on this website (“Website”), subject to the terms set out herein and as may be referenced herein (collectively, the “Terms”) in order to provide you with a breakdown of your potential VAT capability (“Service/s”). “Use” of the Website includes accessing and browsing the Website.
- 1.2 We may modify the Terms (“Amended Terms”). Amended Terms will be made available via the Website. By using the Website, You agree to the Terms. If You do not agree to the Terms, You must not Use Our Website
- 1.3 Each time You use the Website You agree to be bound by the Terms or the Amended Terms, as the case may be.

2 CONTENT YOU PROVIDE

- 2.1 All information submitted by You must be and must remain true, accurate, current and complete. You shall not misrepresent Your identity.
- 2.2 By using the Website, You grant Us the right to use information, data, materials or other content You provide to Us to be uploaded via the Website or which you have provided for the purposes of rendering the Services and such other purposes as set out in the Privacy Policy

3 COMMUNICATIONS THAT ORIGINATE FROM YOU

We may assume that all electronic communications which reasonably appear to originate from You or a person You have told Us is authorised to act on Your behalf are in fact from You and the form in which We receive the communication is the same as when it was first dispatched.

4 TO PROTECT THE INTEGRITY OF THE WEBSITE

4.1 You may not:

- 4.1.1 use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website without Our express written consent;
- 4.1.2 use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engines and search agents available through the Website and other than generally available third party web browsers;

- 4.1.3 post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website;
 - 4.1.4 attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website;
 - 4.1.5 use the Website in a manner that would bring Us, Our business and/or any of Our affiliates into disrepute;
 - 4.1.6 access the Website for unlawful purposes or use the Website in a manner which infringes Our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of Our computer systems by any other person;
 - 4.1.7 post or transfer any material to the Website that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of Our or any other parties' computer system.
- 4.2 We are entitled to remove any information You or your elected third party has submitted via the Website and/or suspend Your use of any part of the Services at any time without notice to You.

5 YOUR PERSONAL INFORMATION

We will protect and use Your personal information only in accordance with Our Privacy Policy.

6 INTELLECTUAL PROPERTY

- 6.1 We own or are licensed to use all intellectual property rights in and to all materials, text, drawings and data (collectively, the "Materials") made available on the Website. You may not reproduce, distribute, create a derivative, sell, broadcast or in any other way exploit of the whole or any part of the Materials.
- 6.2 The Website and its content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without Our express prior written consent.
- 6.3 We own or are licensed to use the trademarks, names, logos and service marks (collectively, the "Trademarks") displayed on the Website, whether registered or unregistered. You must obtain Our prior written permission should You want to use any of the Trademarks.

7 EXTERNAL LINKS

External links may be provided for Your convenience. We make no representation as to their content and use on any external links is at Your own risk. When visiting external links You must refer to their website's terms and conditions.

8 WARRANTIES

Although We will always try to ensure the Website is available, the Website is provided “as is”. We give no warranties, representations, statements or guarantees (whether express, implied in law or residual) in this regard.

9 YOUR QUERIES AND COMPLAINTS

Please email any queries or complaints to info@vatitsa.co.za.

10 THE LAW THAT APPLIES TO THE TERMS

All matters arising from or in connection with the Terms including its interpretation, validity, existence or termination for any reason shall be determined in accordance with the laws of The Republic of South Africa without giving effect to any principles of conflict of law. We both agree that all disputes arising out of or in connection with the Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “Rules”) by one or more arbitrators appointed in accordance with the Rules. A single arbitrator shall be appointed as provided in the Rules. The place of arbitration shall be in The Republic of South Africa and the language of the arbitration shall be English.