



The Marketing and Exposure Investment Company®

Clickonit (Pty) Limited - Registration No: 2014/070460/07 - V.A.T Registration No: 493 0190 741
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www.clickonit.co.za

Terms and Conditions Regulation the Use of the Clickonit Group Websites

By accessing any areas of Clickonit Websites, or any of our associated websites, as an investor, advertiser, seller, a potential buyer or as a browser, the user unconditionally signify his/her assent to these Terms & Conditions and agree to abide by all the terms set forth below:

Once the user has accepted these terms and conditions, Clickonit, grants the user the right to access the website and to use the services and the user accept in full these terms and conditions and the user agree to comply with them when making use of the website. We only provide a web site platform for exposing businesses and advertising services.

We do not endorse, recommend, or guarantee any product or service of any Participant, unless expressly stated.

We do not provide or attempt to provide any items, vehicles, real estate for sale, appraisal, legal, or other professional services; We do not take any part in the sale or rent/lease of real estate, vehicles or equipment other than by listing these products/services/items for sale or to rent. If goods are purchased or rented/leased, a contract will be formed between the buyer and seller or lessor and lessee directly. We do not act as agent for either party unless expressly stated.

1. Agreement

The Advertiser will only enter information that is accurate, current, and complete for any moveable goods, fixed goods or service that the user is legally entitled to sell or rent/lease. It will not contain anything that is misleading or deceptive, or is likely to mislead or deceive, or otherwise breaches the trade practices or fair-trading legislation in any country, is or is likely to be defamatory, offensive, obscene, indecent, unlawful, or objectionable.

We are not responsible for the conduct or performance of any dealer, photographers, real estate agents, solicitors, or another person's whose products or services are advertised on our website.

Should the user require any legal-, appraisal-, real-estate advice, or other professional services or assistance, in any way, the user is hereby recommended to seek advice from a licensed professional with experience dealing with the nature of the matter the user need assistance with. The information contained on this web site may not be relied upon in connection with any investment decision.

2. Rejection of Content

Clickonit has, in its sole discretion, the right, without any liability or discrimination, to deny any posts, photos and/or advertising material that includes or is based on any inappropriate or illegal content such as, including but not limited to, the following examples:

- illegal substance.
- hand signs and gestures.
- pornography, adult, or mature content.
- illegal activity (i.e. how to build a bomb, hacking, "phreaking", etc).
- hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based, or personal, etc.).
- violence, obscene or vulgar language and abusive content or content which endorses or threatens physical harm.
- drugs or any related paraphernalia.
- adware, malware, viruses, phishing offers.
- creatives should not contain the words like "his/her software is outdated", "his/her device is infected", "viruses found" etc.
- no misleading ads or providing false info to the user.
- false or deceptive investment advice, and others.
- landing pages which prevent normal web-surfing, such as: no option to close, too many redirects etc.

Content must be free from any spy- or malicious software. In confirmation of this fact the Client can provide duly executed SSL-, or Code sign certificate. Client will defend, indemnify, and holds the Company or its affiliates and representatives harmless from any damages, liabilities, costs, and expenses (incl. attorneys' fees) resulting from any claim, judgment or proceeding brought by a third party. In case where advertisements are placed in such locations, the Company reserves the right to withhold payment for the entire campaign and/or submit an immediate legal action against the Client and/or set a financial penalty, based on the damages caused to the Company.

3. Layout and Content

Listing Content and Layout will be published online as per brochure provided. Layout and workability could change in future as constant upgrades are taking place in technology.

4. Online Directory

- The Client receives a personalized Dashboard to Setup and Manage Content.
- The Client shall upload onto the Website, all the artwork, content, detail, photographs and or other material, failing which the Company shall be entitled to draft and publish the advertisement based on its own artwork, which may be simple and could only include the Client's name, phone number, address and trade.
- Artwork, Logo Design, Photography, Videos, Content and Brochures are excluded from Listing Packages and will be quoted for separately.
- Clickonit could do the setup and / or monthly management to change content and keep listing up to date. A fee would be charged and is subject to quote and acceptance.

5. Activation

- Any advertisement, Listing and/or service will only be published and visible after first payment has been received by the Company.
- Company has the right to suspend any Advertisement, Listing or service due to non – payment and or any valid reason whatsoever.

6. Duration of Listing

Your listing will remain on our website for the minimum period of twelve months or until expiry date unless the listing is terminated earlier under this Agreement. If terminated prior to the expiry date of listing package, no refunds will be made. Listing package chosen is for selected period or until expiry, whichever comes first. Should any goods be sold out prior to expiry date of listing package, the Company reserves the right to display as "sold" or remove listing.

7. General

Whilst reasonable care is taken to ensure that the information contained on this web site is accurate, we cannot guarantee its accuracy and we reserve the right to change the information on this web site (including these terms and conditions) at any time without notice.

This Web Site might (But Should Not) include technical or other inaccuracies or typographical errors. Changes and amendments are periodically made to the information, services, or activities herein and these changes will be incorporated in any new editions of this Web Site. Clickonit reserves the right to make improvements and/or changes or amendments to this Web Site at any time.

In addition, neither we nor any other contributor to this web site make any representation or gives any warranty, condition, undertaking or term either expressed or implied as to the condition, quality, performance, accuracy, suitability, fitness for purpose, completeness, or freedom from viruses of the content contained on this web site or that such content will be accurate, up to date, uninterrupted or error free.

By using this Web Site or communicating with Clickonit by electronic means, the User consents and acknowledges that all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

Your attention is drawn to the fact that information transmitted via the Internet, including without limitation e-mail, is susceptible to monitoring and interception. You are therefore discouraged from transmitting any information, which may be confidential, proprietary, or sensitive. You shall bear all risk of transmitting such information in this manner and under no circumstances will the Company be liable for any loss, harm or damage suffered by the user as a result thereof. Clickonit reserves the right to request independent verification of any information transmitted via e-mail and the user consent to such verification.

8. Eligibility

The Service is only available to, and may only be used by, individuals who can form legally binding contracts under the South African law. The Service is not available to persons under the age of 18 without consent of parent/s/guardian/s. If the user subscribes to the Service as business entity, the user declare that the user has authority to bind the entity to this Agreement. We reserve the right to decline to register the user as a subscriber to the Service or to cancel his/her listing for any reason and we are not obliged to state such or any reason.

9. Indemnity

The user is solely responsible for the use to which the user put this web site and all the results and information the user obtains from it and that all warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law. Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, we and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by the user, whether arising in contract or otherwise, and arising out of or in relation to or in connection with his/her access to or use of or inability to use this web site.

10. Applicable Law

This web site is owned and controlled by the Company from the Head Offices within the Garden Route, South Africa. As such, the laws of South Africa will govern these disclaimers, terms and conditions. Clickonit reserves the right to make changes to its site and these disclaimers, terms and conditions at any time. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Western Cape and/or South Africa for any litigation arising out of or relating to the use of the Company's web sites, waive any objection to the venue of any such litigation in the Provincial and National courts and agree not to plead or claim in any Provincial or National Court that such litigation brought therein has been brought in an inconvenient forum.

11. Updates of Terms of Use

You must check these terms and conditions for changes each time the user intend to use this web site. Clickonit provides this web site on an "as is" basis and makes no representations or warranties of any kind with respect to this web site or the content contained (including any text, graphics, advertisements, links or other item) and disclaims all such representations and warranties.

Clickonit may revise these Terms of Use at any time by updating. You should visit this page from time to time to review the current Terms of Use.

12. Links

Clickonit could provide hypertext links to various other web sites or web pages on the Internet, for his/her convenience, which are operated by third parties, which might be of interest to the user. However, Clickonit (Pty) Ltd. does not control these web sites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such web sites.

Visitors are advised to use caution and discretion when searching or accessing such links. Furthermore, Clickonit's privacy policy is applicable only when the user is on our web site. Once the user link to another website, the user should read that site's privacy policy before disclosing any personal information. If the user decides to access any of the third-party sites linked to this web site, the user do so at his/her own risk.

Clickonit reserves the right to terminate any link or linking program at any time without notice of any kind. It is expressly prohibited for any person, business, entity, or Web Site to link to any page on this Web Site, including the home page, without the prior written approval of the Company. The use of non-malicious search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is permitted.

13. Interruptions

Whilst we take every care to ensure that the standard of this web site remains high and to maintain the continuity of it, and errors, omissions, interruptions of service and delays might occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate this web site (or any part of it) for reasons out of our control.

14. Security

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorized access to any page on this Web Site, or to deliver or attempt to deliver any unauthorized, damaging, or malicious code to this Web Site. Any person who delivers or attempts to deliver any unauthorized, damaging, or malicious code to this Web Site or attempts to gain unauthorized access to any page on this Web Site shall be held criminally liable, and if the Company should suffer any damage or loss, such will be claimed legally.

15. Consent

By submitting his/her information the user consent to the use of that information as set out in this policy. Should we change our policy, we will post the changes on this page or on other pages of the website, so that the user may be aware of the information we collect and how we always use it. Continued use of the service will signify that the user agrees to any such changes.

If any of the information that the user has provided to the Company changes, for example if the user changes his/her e-mail address, login with his/her password and edit his/her information. Should the user wish to cancel his/her registration, or if the goods are sold, please let us know by sending an e-mail to info@clickonit.co.za By registering on our advertising platforms, the user imply and/or express consent to receive commercial electronic communications. You will receive our newsletters as well as other information that may be of interest to the user. You can withdraw consent at any time by un-subscribing from this list.

16. No Warranties

The User agrees that the use of the Service is at his/her sole risk. You are responsible for the content of his/her listings (including any hyper-links to other websites (if any)). You are solely responsible for any representation or miss representation made in connection to his/her listing. Should his/her goods not be sold due to any reason whatsoever, the Company has provided advertising space, and no sale is guaranteed by them.

17. Errors and Complaints

All listings are published by us in good faith. You are invited to contact us immediately should the user pick up any errors or omissions, on our side, in any listing that the user has placed. We will use all reasonable endeavours to correct any such error as quickly as possible but will not be liable for any losses (whether direct, indirect, or consequential) arising from an error, omission or failure to publish his/her listing. These complaints will be investigated during normal business hours.

18. Payment Options

- All transactions will be processed in South African Rand (ZAR)- Regrettably no Cheques will be accepted- We accept:
- Credit Card Payments (Master - Visa).
- Electronic Payments (EFT).
- Direct Deposit - In case of Cash Deposit into our Bank Account, a 10% service levy will be charged.
- Monthly payments are only accepted through the Sage Debit Order System.

19. Cancellation

We reserve the right to refuse to publish, to discontinue any advertisement or to withdraw his/her listing from publication at any time due to fraud, miss representation, obscene content, or any reason whatsoever. Clickonit reserves the right not to disclose a reason. Should the user wish to cancel a listing due to the advertised goods being sold or withdrawn, please contact us during normal business hours and we will remove his/her listing from our website as soon as reasonably possible. No refunds will be given for any cancellation of any listing under this Agreement.

20. Refund Policy - We regret no refunds.

21. Delivery Policy

When the user clicks to make a purchase with us legal obligations arise and his/her right to refund of monies charged to his/her credit card or paid in any other way agreed by us, are limited by our terms and conditions. You must not make any payment through this site unless the user understands and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that the user has read and understood the terms and conditions for such purchase. If the user has any queries, please contact us before making any purchase for any service through this website.

No third-party content on this Web Site shall be construed as an offer by the Company or its affiliates.

22. Maximum Liability

If we are found to have any liability under this Agreement, the maximum amount of our liability arising out of all claims under this Agreement or relating to his/her listing will not in any circumstances exceed the actual listing fee paid by the user in relation to the specific listing in question.

23. Waiver

Our failure or delay to exercise any right or remedy we may have under this Agreement will not be construed or operate as waiver thereof, nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

24. Confidentiality and Privacy

Clickonit reserves the right to modify or supplement this Privacy Policy statement at any time. If we make any material change to this Privacy Policy, we will notify the user of the changes through this website. Protecting his/her privacy is very important to us. Our goal is to treat his/her personal information with the utmost respect in accordance with this Privacy Policy.

25. © Copyright

Copyright in these websites belongs to Clickonit (Pty) Ltd 2014/070460/07. You grant to us a perpetual, irrevocable and royalty-free license to reproduce his/her listing in any print or electronic advertising media we offer now or in the future, in relation to the Service. You acknowledge and agree that all intellectual property rights in our website and/or any module are owned by or licensed to us. The materials on this web site, as well as the organization and layout of this site, are copyrighted and are protected by worldwide copyright laws and treaty provisions.

You may access, download, and print materials on this web site for his/her personal and non-commercial use (any printout of this web site, or portions of the web site, must include the Company's copyright notice). Unless otherwise specified, the user may not copy, modify, make a permanent copy of or reproduce or incorporate this web site into any other web site, distribute, transmit, display, reproduce, publish, license, create derivative works from, frame in another web site, use on any other website, transfer or sell any information obtained from this web site, without written permission from the Company;

The foregoing prohibition expressly includes, but is not limited to, the practices of "screen scraping"; or "database scraping" to obtain lists of users or other information. Reproduction of the Company's logo other than to view this website is prohibited. You may not link to this site or frame it without the express consent of the Company. If any part of our terms and conditions is unenforceable (including any provision in which we exclude our liability to the user) the enforceability of any other part of these conditions will not be affected.

These Terms constitute the entire agreement between the Company and the user, the User of this Web Site. Any failure by the Company to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such right or provision. Your use of this web site or advertisement therein shall constitute his/her acceptance of the terms and conditions here in this notice.

26. Unique Initiative - Registered Trademarks®

It is expressly stated and understood that this initiative, Advertising and Exposure as an Investment, Exposure / Advertising Investment Broker is the intellectual property of Clickonit (Pty) Ltd., and all rights are reserved herein.

27. Force Majeure

Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing, will not be deemed to be a breach of this Agreement nor will it subject the Parties to any liabilities.

Should either Party be prevented from carrying out its contractual obligations because of a force majeure event lasting continuously for a period of 30 (thirty) days, either

Party shall be entitled, after due consultation with the other Party to come to a mutually acceptable arrangement, to terminate the Agreement on written notice to the other Party, without liability.

Should either Party be prevented from carrying out its contractual obligations because of a force majeure event lasting continuously for a period of 30 (thirty) days, either Party shall be entitled, after due consultation with the other Party to come to a mutually acceptable arrangement, to terminate the Agreement on written notice to the other Party, without liability.

28. Severability

If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this Agreement so amended, or the remainder thereof shall remain in force and effect.

29. Disclaimer

This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees, or consultants. Each Party is an independent contractor and not a partner, joint venture, or employee of the other.

All notices shall be sent to the addresses submitted by the user when signing up for the service by certified mail, email, or courier. Clickonit reserves the right to change any conditions of this contract at any time. These Terms and Conditions of the Company bind the parties from the date signed or the date service is provided and shall apply to each, and any services provided by the Company. The Terms shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by the Company.

All the data in the Company has been added by people outside of our control. We accept NO LIABILITY whatsoever for the content or use of the data. The user of the data should verify the accuracy of the data and assumes all liability for its use. the Company will monitor the Database and remove any data that it finds offensive in any way. All Advertisements must comply with the South African Code of Advertising Practice.

30. Commitment

Clickonit is involved in several Events and Expos. Clickonit is a member of the George Business Chamber and is committed to Economic Growth, Business Opportunities, Entrepreneurship, Job Creation and Sustainment.

31. Version

These Terms were last updated on 19 February 2024