

## **Terms and Conditions**

Last updated: 1 November 2023

### **Introduction**

Welcome to FloorFundi. By using our website and/or using the services that are provided, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions. These Terms and Conditions unconditionally extend and apply to all related applications, internet service, or website extensions. If you are not in agreement with all of these Terms and Conditions, you are prohibited from using this Website, and you may discontinue use immediately. FloorFundi recommends that you save or print a copy of these Terms and Conditions for future reference.

### **Agreement to Terms and Conditions**

FloorFundi Terms And Conditions (these "Terms" or these "Terms and Conditions") contained in this Agreement shall govern your use of this Website and all its content (collectively referred to herein as this "Website"). These Terms outline the rules and regulations guiding the use of FloorFundi located at <https://www.floorfundi.co.za>. All materials/information/documents/services or all other entities (collectively referred to as content) that appear on the FloorFundi shall be administered subject to these Terms and Conditions. These Terms and Conditions apply in full force and effect to your use of this Website, and the use of this Website constitutes an express agreement with all the terms and conditions contained herein in full. Do not continue to use this Website if you have any objection to any of the Terms and Conditions stated on this page.

### **Definitions/Terminology**

The following definitions apply to these Terms and Conditions, Privacy Statement, Disclaimer Notice and all Agreements: "User", "Visitor," "Client," "Customer," "You" and "Your" refers to you, the person(s) that use this Website. "FloorFundi", "We", "Our" and "Us", refers to our Website/Company. "Party," "Parties," or "Us," refers to both you and us. All terms refer to all considerations of FloorFundi necessary to undertake support to you for the express purpose of meeting your User needs in respect of our services, under and subject to, prevailing law of the state or country in which FloorFundi operates (South Africa). Any use of these definitions or other glossary in the singular, plural, capitalisation, and/or pronoun are interchangeable but refer to the same.

### **Intellectual Property Rights**

Other than the content you own and opted to include on this Website, under these Terms, FloorFundi and/or its licensors own and reserve all intellectual property rights of this Website. You are granted a limited license, subject to the restrictions entailed in these Terms and Conditions, for purposes of viewing this Website's content.

## **Services**

The content of this Website is not intended for use or distribution to any person or entity in any jurisdiction, geographical location, or country/state where such use or distribution will be contrary to the laws and regulations or subject FloorFundi to any form of registration, claims, demands, costs, liabilities, damages, or expenses.

The Website is intended for users who are at least 18 years of age. If you are under the age of 18, you cannot use or register to use this Website or its services without parental permission or consent. By agreeing to these Terms and Conditions, you have the necessary legal capacity to comply and be bound by these Terms and Conditions.

## **Acceptable Use**

You may use this Website as permitted by these Terms and Conditions and may not use this Website for any purpose other than for which FloorFundi makes the Website and its services available.

## **Cookies**

FloorFundi does not employ the use of cookies to gather personal information. By accessing Our Website, You agree to use cookies when these are used by your web browser to create a desktop shortcut to the website, in which case only the website URL and favicon will be stored.

## **License**

Unless otherwise stated, FloorFundi and/or its licensors own the intellectual property rights for all content on FloorFundi. All intellectual property rights are reserved. You may access any Website content from FloorFundi for your personal use subject to restrictions set in these terms and conditions.

FloorFundi hereby restricts you from all of the following:

1. Republishing any FloorFundi content in any media;
2. Reproducing, duplicating, or copying any FloorFundi content;
3. Selling, renting, sublicensing, and/or otherwise commercialising any FloorFundi content;
4. Publicly performing and/or displaying any FloorFundi content;
5. Using this Website in a manner that is, or maybe, damaging and/or impacts user access to this Website;
6. Using this Website contrary to the relevant rules, laws, and regulations of your country of residence, or in a manner that causes, or may cause, harm to the Website, or any person or business entity;
7. Conducting data mining or any other similar activity concerning this Website, or while using this Website; and
8. Using this Website to engage in any form of business advertising or marketing.

No areas of this Website are restricted from user access, but FloorFundi may employ restrictions to the entire Website, at any time, and in its sole discretion.

### **Linking and Hyperlinking Rights**

We reserve the right to file requests that you remove all links, or any particular link created by you that redirect to our Website, and you approve to immediately remove such links to our Website upon request. We may amend the terms and conditions of these linking rights at any time. By continuously linking to our Website, you agree to be bound to and follow the terms of this linking policy.

Feel free to contact us if you find any link on our Website that is offensive, and we may consider requests to remove such links. Still, we are not obligated to do so or respond to you directly or immediately.

### **Hyperlinking to our Content**

Organisations such as search engines, government agencies, news organisations, and online directories may link to our Website without prior written approval. We may review other link requests from popular consumer and/or information specialists, charity organisations, internet portals, educational institutions, trade associations, and dot.com community sites. Any interested organisation must inform and contact us for further information regarding our linking policy. However, such linking does not imply endorsement, sponsorship, partnership, or approval by us of any kind.

No use of our logo or other design intellectual property will be allowed for linking, except a trademark license agreement.

### **Link to third-party content**

This Website may contain links to websites or applications operated by third parties. Please know that we do not control any such third-party websites or applications or the third party operator. FloorFundi is not responsible for and does not endorse any third-party websites or applications or their availability or content.

FloorFundi accepts no responsibility for adverts contained within the Website. You agree that you do so at your own risk when you purchase any goods and/or services from any such third party. The advertiser, and not us, remains responsible for such goods and/or services, and if you have any questions or complaints about them, you should contact the advertiser

### **User Content**

In these Website Standard Terms and Conditions, "User Content" shall mean any audio, video, text, images, or other material or content you choose to display on this Website. Concerning user content, by displaying it, you grant FloorFundi a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it on any media.

You warrant and represent that:

1. You are entitled to upload/input/publicise content on our Website and have the necessary legal capacity, license or consent to do so;
2. Your content does not infringe any intellectual property right, including without limitation to copyright, patent, or trademark of any third party;
3. Your content is true, accurate, current, complete, and relate to you and not a third party;
4. Your content does not contain any libellous, defamatory, offensive, immoral, or otherwise illegal material which is an invasion of privacy; and
5. The content will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You now grant FloorFundi a non-exclusive license to use, reproduce, edit and authorise others approved by us to use, reproduce and edit any of your content in any form, format, or media.

## **Privacy Policy**

By using this Website and its services, you may provide us with certain personal information. By using FloorFundi or its services, you authorise us to use your information in any country or state that we operate in. We reserve the right to use such information to improve your user experience and facilitate mailing and traffic, and market analytics.

## **Disclaimers/Warranties/Limitation of Liabilities**

FloorFundi Website is provided "as is," with all liabilities, and FloorFundi makes no express or implied undertakings, representations, or warranties, of any kind related to this Website or the content contained on this Website.

FloorFundi does not make any endorsements, warranties, or representations about the accuracy, reliability, expertise, or completeness of any such content. You agree that reliance on any such content shall be at the User's risk. The FloorFundi website design team periodically changes, adds, modifies, improves, or updates this Website's content with or without prior notice. Under no circumstance shall FloorFundi be liable for any loss, damage, injury, liability, or expense incurred or suffered from the use of this Website, including, without limitation, any fault, error, omission, commission, delay, failure, interruption, deletion, alteration, disruption, cessation or incursion concerning such use by us, our affiliates or any third party. Under no circumstance shall FloorFundi or any of its partners and affiliates be liable for any direct, indirect, consequential, accidental, or special damages, even if FloorFundi has been advised against the risk or possibility of such damages. The User agrees that FloorFundi will not be liable for any conduct or behaviour of the User arising from the use of this Website. As a result, the use of this Website and all or any of its content is at the User's sole risk.

In no event shall FloorFundi, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of your use of this Website, whether, under contract, tort, or otherwise, and FloorFundi, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential or special liability arising out of your use of this Website.

## **Indemnification**

As a condition for the use of this Website, the User agrees to indemnify FloorFundi and its affiliates to the fullest extent, from and against all actions, claims, liabilities, losses, damages, costs, demands, and expenses (including reasonable attorney's fees) arising out of the User's use of this Website, including without limitation, any claim related to the breach of any of the provisions of these Terms and Conditions. If dissatisfied with any or all of the content on this Website or any or all of its Terms and Conditions, the User may discontinue using this Website.

## **Termination**

The provisions of these Terms and Conditions shall remain in full force and effect while you use the FloorFundi or its services. Users may terminate their use by following the instructions for terminating user accounts in your account settings or by contacting us at [peter@floorfundi.co.za](mailto:peter@floorfundi.co.za).

We reserve the right and sole discretion to, and without notice or liability, deny access to and use of the Website (including blocking specific IP addresses) to any user for any reason including but not limited to breach of any representation, warranty, or Agreement in these Terms or any applicable law or regulation.

We also reserve the right, if, in our sole discretion, we determine that your use of the Website or its services is in breach of these Terms and Conditions or of any applicable law or regulation, to terminate your use of the Website and its services or delete your account and any or all of your content, without warning or prior notice.

## **General Provisions**

### **Language**

All correspondence made under this Agreement shall be in English.

### **Governing Law and Jurisdiction**

The Terms and Conditions of this Website will be governed by and construed under the laws of the country or state in which FloorFundi operates. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in South Africa for the resolution of any disputes.

## **Severability**

Suppose any of Term or Condition is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms and Conditions unenforceable or invalid. As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms and Conditions that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

## **Variation of Terms**

FloorFundi reserves the right to revise these Terms at any time as it sees fit. By using the FloorFundi website, you are expected to review such Terms regularly to ensure you comprehend all the Terms and Conditions regarding the use of this Website.

## **Assignment**

FloorFundi reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms. Furthermore, a person who is not a party to these Terms and Conditions shall have no right to enforce any provision contained therein.

## **Preservation of Immunities**

Nothing herein shall constitute a limitation upon the privileges and immunities of FloorFundi, which are specifically reserved.

## **Waiver**

Our failure to exercise any or all of these Terms and Conditions' provisions at any point in time shall not operate as a waiver of such right or provision.

## **Entire Agreement**

These Terms and Conditions, including any legal notices and disclaimers on this Website, constitute the entire Agreement between FloorFundi and you concerning your use of this Website. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

## **Contact us**

To resolve any complaint or clarification regarding the use of this Website or its services or receive information concerning that, please contact us at [floorfundi.co.za](https://floorfundi.co.za).